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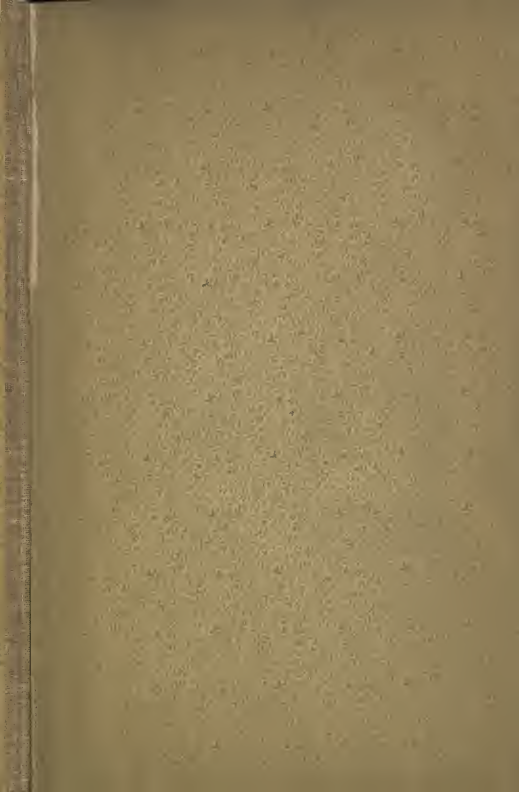
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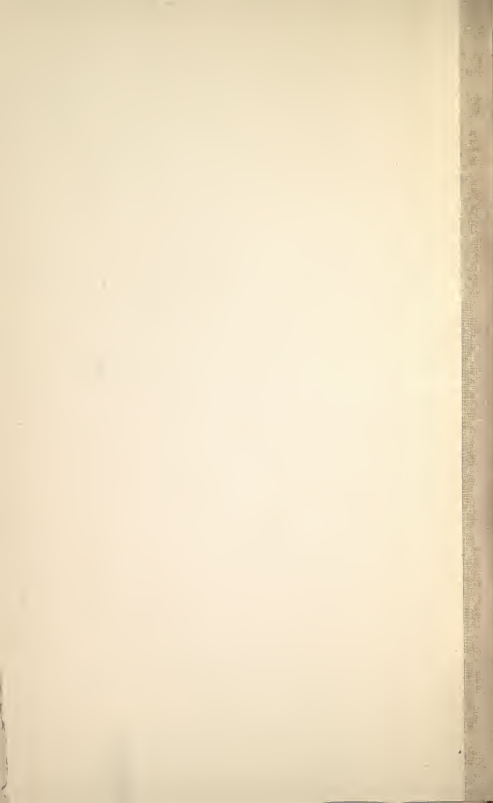
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DOCUMENTS  
OF THE  
BOARD OF ALDERMEN  
OF THE  
CITY OF NEW YORK.

FROM Nos. 1 TO 22—JANUARY TO MAY, INCLUSIVE.

VOLUME XXVI.—PART I.



NEW YORK:  
CHARLES W. BAKER, PRINTER, No. 29 BEEKMAN STREET.  
1859.

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# I N D E X .

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Relative to Theatres in the city of New York.

To legalize certain action of Common Council of the city of New York.

To provide for vacancies that may occur in office of Justices of Superior Court.

To amend acts relative to unsafe buildings in city of New York.

To amend acts relative to assessments for opening streets, etc.

To amend act for Government of Central Park.

To amend act to prevent issue of false receipts, etc.

To amend act to provide for removal of obstructions in Harlem river.

To alter map or plan of the city of New York.

To extend charter of the New York and Harlem Railroad Co.

To create the Croton Water Stock of the city of New York.

Providing for appointment of additional Notaries Public.

Relative to Court of Special Sessions, and powers of Justices.

To incorporate the Kane Monument Association.

To alter plan of map of city of New York, and authorizing the Commissioners of the Central Park to acquire additional ground.

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To enable the Supervisors of the City and County of New York, to raise money by tax.

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# COMMUNICATION

FROM

HIS HONOR THE MAYOR,

DANIEL F. TIEMANN,

TRANSMITTED TO THE COMMON COUNCIL OF NEW YORK,

JANUARY 3d, 1859.

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DOCUMENT No. 1.

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NEW YORK:  
CHAS. W. BAKER, PRINTER, 29 BEEKMAN STREET,  
1859.

THE  
JOURNAL OF THE  
AMERICAN MEDICAL ASSOCIATION  
PUBLISHED WEEKLY

CHICAGO, ILL., U.S.A.

Vol. 10, No. 1

Published by the American Medical Association

Subscription Office

THE JOURNAL OF THE AMERICAN MEDICAL ASSOCIATION

CHICAGO, ILL., U.S.A.

CONSTITUTION

DOCUMENT No. 1.

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BOARD OF ALDERMEN,

JANUARY 3, 1859.

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The following communication from His Honor the Mayor, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

---

MAYOR'S OFFICE,  
New York, January 3, 1859.

*To the Honorable the Common Council:*

GENTLEMEN:—The charter of the city imposes on the Mayor the duty of communicating to the Common Council, at least once a year, a general statement of the situation and condition of the city, in relation to its government, finances and improvements; and general custom has prescribed the day of your annual organization as the time when such communication shall be made.

Many of you, called for the first time to participate in the duties of municipal legislation, may, in common with no small portion of your fellow citizens, be impressed with the belief that the powers of the Common Council are greater than they actually are, especially in regard to the

disposition of the large sums which are annually raised by taxation, nominally for the support of the city government; while, in fact, the larger part of these revenues are entirely beyond the legislative interference or control of your Honorable Body.

It is true that your duties are highly responsible—that many interests connected with the good government, and the general health, comfort and ornament of the city are still under your supervision, and that ample opportunity is afforded in the proper performance of these duties, to engage much of your time and attention. Other bodies have, however, been vested by the legislature, with the power of entirely controlling the larger part of the public funds, while the entire responsibility of increased expenditure, and augmented taxation, is generally placed upon the Common Council.

In former years, such responsibility might justly have been attributed to them, as nearly all the expenditures connected with the city government were then under their control or management, but gradually they have been shorn by the legislature of powers they previously possessed, which have been conferred upon commissions and other public bodies, over whose expenditures you possess no control whatever. It is in the increase of expenditure under the control of these other bodies, as well as in other matters beyond the direct control of the Common Council, such as interest on bonds and redemption of stocks, that we can trace, in a great degree, the largely increased taxation of our city within the last six years. This will be evident, on referring to the following comparative financial statistics of 1853 and 1858.



## FINANCES.

In 1853, the amount authorized to be raised by tax, for objects within the control of the Common Council, was \$2,799,325. In this sum was included the expenses of the police, amounting to \$615,000, and which, if deducted therefrom, would leave the balance of \$2,184,325. In 1858, the amount levied to be expended, under the control of the Common Council, was \$2,688,625, being an excess of \$504,300, or eighteen per cent. more in 1858, than in 1853.

It must be borne in mind, while considering this statement, that the population of the city has been rapidly increasing, and increased expenses have therefore been required for the purposes connected with its government, which are still under the control of the Common Council, and that various sums were raised in 1858, and charged to the Common Council, under acts of the legislature directing the same, thus obliging the Common Council to appropriate them, while the expenses of the lamp district, have, of course, necessarily increased by the extension of the population to the upper part of the city, and in the substitution of gas for oil lamps, thus making, in this item alone, an increase of \$160,634 over 1853.

As stated above, the expenses for police, in 1853,	
were .....	\$615,000 00
The amount raised for the same purpose in	
1858, was.....	905,098 00
Being an increase of.....	\$290,098 00

Or forty-seven per cent., notwithstanding all the expenses of providing the Station-houses, furnishing them with fuel, stationery, and other necessary articles, are still

paid by the municipal government, under the direction of the Common Council.

In 1853, the sum raised by tax, for the Governors of the Alms-house, was..... \$385,000 00

In 1858, it was..... 705,000 00

Being an increase of ..... \$320,000 00

Or eighty-two per cent. over 1853, without including the liquor license fees, which were previously paid into the city treasury, but which are now paid over to the Governors of the Alms-house Department.

The amount raised for schools in 1853, was \$604,000 00

In 1858, it was..... 1,226,013 00

Being an increase of..... \$622,013 00

Or, one hundred and three per cent.

In 1853, no taxes were raised on account of the Central Park, the Commissioners of Records, and only \$103,408 for State Tax. While in 1858, there was raised for the Central Park interest..... \$265,700 00

Commissioners of Records..... 50,000 00

State Tax..... 1,172,644 00

Making a total of..... \$1,488,344 00

Being an increase of \$1,384,936, for these three objects alone since 1853.

The comparative increase of taxation of 1858, over 1853, will also be shown by the following statement:

In 1853, the aggregate amount of taxes, was \$5,069,650 00

From which should be deducted the excess of the tax raised in 1853, to supply the deficiencies of former years, over the amount raised in 1854, to supply the deficiency of 1853 618,387 00

Leaving a balance properly for 1853, of. \$4,451,263 00

Of this sum \$2,799,325 was for expenditures within the jurisdiction of the Common Council; and \$1,651,938 was for expenditures not under their direction.

Deducting the police expenses for 1853, \$615,000, the amount for all other objects under the jurisdiction of the Common Council was \$2,184,325; and for expenditures for police expenses and for objects not within the control of the Common Council, in 1853 the amount was \$2,266-938. In 1858 the total amount of taxes raised was 8,620-926, from which deduct as above, the excess of the tax raised in 1858 to supply the deficiencies of former years over the amount to be raised in 1859 to supply the deficiencies of 1858, about 300,000, leaving the balance of \$8,320,926. Of this sum there was raised for objects within the jurisdiction of the Common Council, \$2,688,625, or \$504,300 more in 1858 than in 1853, after deducting the police expenses of the latter year, \$615,000; and for police expenses and other objects not under the direction of the Common Council, \$5,632,301. It will thus appear, that while the taxes raised for objects within the control of the Municipal Government have been increased during the last five years \$504,300, or eighteen per cent., the taxes raised for objects over which the Common Council have no direct control, have increased during the same period \$3,365,363 or more than 150 per cent. It must be borne in mind, also, that all the objects provided for by the Common Council in 1853, with the single exception of police expenses, are still provided for by them, and are included in the above statement, and that in the comparative statement given above, the police expenses of 1853 were added to the items not under the control of the Common Council at that time.

During this period, from 1853 to 1858, the increased valuation of property subject to taxation has been twenty-eight and a half per cent., or more than one-third beyond the increase of the expenses under the legislative control of the Common Council; but the other items over which they have no control have in the mean time so largely increased as to make the total aggregate increase of taxation more than 70 per cent. In connection with this subject I may add, that while the Charter of the city has placed numerous checks upon the disbursement of moneys still left under the control of the Common Council, and which it appears is quite the smaller part of the aggregate amount raised by taxation, yet the larger part of this amount is disbursed by several commissions and public bodies, without any such restrictions of law or limitations other than the regulations of these bodies respectively, which they may dispense with at pleasure.

The tables annexed hereto will present more fully in detail the appropriations for 1853 and 1858, for the accounts under the direction of the Common Council, and, also, for those expended by other bodies, and for interest on bonds and for redemption of stocks, beyond the control of the Common Council, for the same years, and also showing the comparative increase of 1858 over 1853, for each account, as well as the total thereof.

#### REFORM RECOMMENDED.

So far, however, as you have the control of the disposition of the funds raised for the use of the city government, I trust you will exercise the powers conferred upon you, with that care and scrutiny which the public interests demand. There are several of the accounts in which I

have no doubt, by the practice of a wise discretion, a considerable saving can be effected without in the least degree impairing the efficiency of the public service, neglecting the improvement of the city, or the care of its property. Appropriations are frequently made for work or services which could be dispensed with, and extra allowances are often made beyond the amounts that could be legally claimed. Although generally these appropriations and allowances are for small sums, the aggregate for the year adds materially to the gross expenditures of the city government. By refusing in all these cases to pass resolutions, and by confining the expenditures within the amounts of the appropriations, you will initiate an example of economy and reform, which will go far toward a reduction in our annual expenses, and the example will also be worthy the imitation of those other bodies who now have the control, beyond your interference, of so large a part of the annual expenditures.

In such efforts for reform, in restraining extravagant expenditures, I promise you my hearty co-operation to the full extent of the powers conferred upon me by the Charter of the city and the laws of the State.

Notwithstanding the increase in taxation, the general financial condition of the city still remains sound and healthful ; to be ascribed, no doubt, in a great measure, to the wisdom of the Common Council, which projected and established the sinking funds, as well for the payment of the permanent debt, contracted by the city, as for the interest on the same. Under the operation of this system, a great part of the original debt authorized for the construction of the Croton Aqueduct and its reservoirs, and for

the distribution of water through the city has been paid off, or the stock issued therefor has come into the possession of the Commissioners of the Sinking Fund.

#### THE CITY DEBT.

The following statement will exhibit the total debt of the city, on the 1st January inst. On all accounts, as nearly as I can determine, the permanent city debt, redeemable from the Sinking Fund, is.....\$14,400,898 00  
Less stocks and securities held by the Com-

missioners .....	4,437,218 00
Leaving the actual permanent debt .....	\$9,963,679 00
The funded debt redeemable yearly from	
taxation is.....	1,224,000 00
And bonds of the county of New York....	10,000 00
Treasury Loan Account, or Revenue Bonds	
issued in anticipation of taxes, and now	
outstanding .....	4,368,750 00
Central Park Assessment Bonds.....	1,600,000 00
Assessment Bonds.....	1,095,700 00
Making a total of....	<u>\$18,362,129 00</u>

The permanent debt redeemable from the Sinking Fund, as above stated, consisted on the 1st of January inst., of the following items:

#### PERMANENT CITY DEBT, REDEEMABLE FROM THE SINKING FUND, JANUARY 1, 1859.

5 per cent. Water Stock, (outstanding,) re-	
deemable in 1858.....	166,330 00
5 per cent. Water Stock, redeemable in 1860	2,500,000 00
Carried forward.....	<u>\$2,666,330 00</u>

Brought forward.....	\$2,666,330 00
5 per cent. Water Stock, redeemable in 1870	3,000,000 00
5 per cent.       "       "       "       1875	255,600 00
5 per cent.       "       "       "       1880	2,147,000 00
5 and 6 per cent. Croton Water Stock, re- deemable in 1890.....	1,000,000 00
5 per cent. Fire Indemnity Stock, redeema- ble in 1868 .....	402,768 00
5 per cent. Building Loan Stock, No. 3, re- deemable in 1870.....	75,000 00
5 per cent. Building Loan Stock, No. 4, re- deemable in 1873.....	115,000 00
5 per cent. Water Loan Stock, (new Reser- voir), redeemable in 1875.....	29,000 00
6 per cent. Water Loan Stock, (new Reser- voir), redeemable in 1875.....	1,000,000 00
5 per cent. Central Park Fund Stock, re- deemable in 1898.....	400,200 00
6 per cent. Central Park Fund Stock, (Arse- nal,) redeemable in 1898.....	275,000 00
6 per cent. Central Park Fund Stock, redeem- able in 1887.....	2,382,900 00
6 per cent. Central Park Improvement Fund Stock, redeemable in 1887 .....	650,000 00
Whole Amount.....	\$14,400,898 00
<i>Less,</i>	
Investments by Commission- ers of Sinking Fund in City Stocks.....	\$3,780,852 00
Bonds and mortgages.....	656,366 28
Amount unprovided for Jan. 1, 1859	<u>\$9,963,679 72</u>

This debt amounted, on the first of January last, less city stocks and securities held by the Commissioners, to \$10,773,294,400.

It will be seen from the foregoing statement that during the past year it has been reduced \$809,614.

This has arisen by the payment of water stock, due on the first day of January last	\$2,831,670	00
From which deduct additional stock issued, beyond exchanges or payment of such stocks, for Central Park, New reservoir, &c. ....	\$743,400	00
And advances made from the securities held by the Commissioners towards the payment of water stock.....	1,278,656	00
	2,022,056	00
Total reduction.....	\$809,614	00

The revenues which are devoted to this fund have yielded the past year the following sums, independent of the sales and exchange of stocks, and interest on stocks and bonds held by the Commissioners:

Bonds and mortgages paid off .....	\$111,444	00
Fire Loan bond and mortgage.....	2,000	00
Butchers' stands .....	14,864	60
Butchers' licenses.....	12	00
Commutation of water lot rent.....	8,341	76
Hack licenses .....	5,292	00
Intelligence office licenses.....	572	50
Junk-shop licenses .....	9,755	00
Carried forward.....	\$152,281	86



Brought forward.....	\$152,281 86
Market cellar rent.....	14,985 87
Market fees.....	72,415 48
Pawnbrokers' licenses .....	2,550 00
Sales of real estate .....	9,202 02
Stage licenses .....	9,300 00
Second hand dealers licenses.....	3,460 00
Street vaults.....	13,098 59
Water lot rent .....	94 84
Award of city property in Central Park....	396,900 00
Bond and Mortgages in Central Park .....	287,100 00
Total.....	\$961,391 66
Interest received on stocks above-mentioned.	201,366 09
Total.....	<u>\$1,162,757 75</u>

The ordinance establishing the Sinking Fund, according to acts of the legislature confirming the same, cannot be amended unless by setting apart and appropriating for the purposes of the fund additional revenue.

The whole amount of the original water stock issued was .....	\$14,482,000 00
Of this there has been redeemed and cancelled as it became due .....	\$5,412,888 00
And there is now held of it, by the Commissioners of the Sinking Fund.....	3,246,184 00    8,669,072 00
Leaving yet outstanding.....	<u>\$5,813,928 00</u>

This does not include the stock which has been recently issued for the land taken for the new reservoir, and for the construction of that work, which is \$1,029,100.

In 1860 the sum of \$2,500,000 of Water Stock becomes due, but after that no stock is payable until 1870, when \$3,000,000 is due. A large part of these stocks, however, is held by the Commissioners, on which interest is received by them for the benefit of the Fund, the ordinance establishing the same providing that none of the stock shall be cancelled until the final redemption thereof.

It will thus be seen, that after the redemption of the stock due in 1860, the payments into the Sinking Fund will be more than sufficient to redeem the stock as it shall become due, especially when it is considered that all the real estate of the city, valued at least at \$30,000,000, is pledged to this fund, and the net proceeds of any sales thereof are paid into it.

By the same ordinance a fund for the payment of the interest on this debt was created, to which is pledged the following revenues of the city, and which have yielded the past year as follows:

On account of pier foot of Twenty-fourth	
street, East river.....	\$753 66
Croton water rents.....	780,813 84
Justices' Courts .....	10,687 00
Marine Court .....	5,868 02
Police Courts.....	554 52
Penalties .....	7,301 68
Licenses, (First Marshal,) .....	10,389 00
Mayoralty fees .....	958 70
Interest on bonds and mortgages.....	37,526 62
Sales of street manure .....	2,960 88
Common land rent .....	25 00
Dock and slip rent .....	145,062 58
Carried forward ..	\$1,002,901 50

Brought forward.....	\$1,002,901 50
Ferry rent.....	104,418 33
Ground rent .....	23,132 92
Water lot rent.....	7,218 03
House rent .....	10,142 69
Night soil contract.....	1,194 66
Total.....	<u>\$1,149,015 05</u>
From this fund has been paid interest on the several stocks of the city, amounting to...	\$778,419 63
Leaving a surplus of receipts of	370,595 42
The surplus on this amount, December 30th, 1857, was.....	<u>\$2,046,017 19</u>
Making the available surplus, December 30, 1858.....	<u>\$2,416,612 61</u>

A large part of this surplus has, however, been advanced to the Sinking Fund, for the payment of the city debt, and invested by the Commissioners in stocks or other securities, now held by them for that purpose.

The debt of the city redeemable from taxation is as follows:

Five per cent. Public Build'g St'k, No. 3, payable in annual instalments of \$50,000, from 1859 to 1866.	\$400,000 00
Five per cent. stock, for Docks and Slips, payable in annual instalments of \$50,000, from 1867 to 1876.....	500,000 00
Five per cent. Public Education Stock, payable in 1873.....	154,000 00
Six per cent. Public Stock, for rebuilding Tompkins Market, payable in annual instalments of \$17,000, from 1860 to 1869..	170,000 00
Amount.....	<u>\$1,224,000 00</u>

The Public Building Stock was created by virtue of several acts of the legislature, for the erection of public buildings and the construction of wharves, piers and slips.

The sum of \$12,357 is to be raised by tax each year until there shall be a sufficient amount to redeem the Educational Stock in 1873. This stock was created for the purpose of paying off the mortgages on the property transferred by the Public School Society for the use of the Board of Education.

The interest on this debt, as well as on the Central Park Improvement Stock, is to be paid by taxation, in accordance with the laws authorizing the same. As I am informed, however, for two or three years past payments have been made on this account from the Sinking Fund Interest Account.

#### REVENUE BONDS.

The charter provides that the Common Council shall not have the power to borrow any sums of money whatever on the credit of the Corporation, except in anticipation of the revenue of the year in which such loan shall be made, unless authorized by a special act of the legislature. It is under this provision that Revenue Bonds, in anticipation of the annual taxes, have been issued. For the reason that the expenditures from the treasury on account of the city government are principally made before the taxes are collected, it becomes necessary to include in the annual tax levy an item for the payment of interest on these bonds. The amount required, according to the estimate for the tax levy for this year, will be \$320,000.

## CENTRAL PARK ASSESSMENT BONDS.

The amount of this debt consisted, on the 1st inst., of \$1,600,000, payable on 5th February, 1859.

These bonds were issued for the purpose of paying awards for property included in the Central Park, which the treasury was obliged to advance until reimbursed by the collection of assessments upon the property benefited, by virtue of an ordinance of the Common Council, passed under the authority of an act of the legislature of 1853, authorizing the Common Council to issue bonds redeemable from assessments.

## ASSESSMENT BONDS.

I am informed by statements presented to me by the Book-keeper and Stock Clerk of the Finance Department, that the amount of Assessment Bonds now outstanding is \$1,095,700, as follows:

6 per cent. assessment bonds, payable in 1861.	\$789,600 00
7 per cent. assessment bonds, payable in 1862.	306,100 00
Total.....	<u>\$1,095,700 00</u>

And that for the redemption of these bonds, or those which may hereafter be issued, there are assessments in arrears, amounting to..... ..\$3,199,317 73 besides property purchased by the city for assessments, amounting to a considerable sum.

On the first instant these arrearages were made up of the following accounts:

Sewers.....	\$119,796 35
Leases on lots.....	9,673 15
Arrears of Assessments.....	1,365,812 80
Fencing vacant lots.....	1,137 41
Streets opening.....	655,027 53
Streets paving .....	403,187 81
Belgian pavement.....	50,213 08
Central Park.....	594,469 60
Total.....	<u>\$3,199,317 73</u>

This amount includes not only the arrearages with the Clerk of Arrears, but the other assessments in the hands of the several collectors of assessments.

It is, however, the apparent amount, as it is subject to considerable deduction by reason of non-payment into the city treasury by former collectors of assessments of moneys collected by them, and by the fact that certain assessments are invalid on account of frauds or irregularities, so that the city cannot recover from the owners of property the amounts paid to contractors for the improvements, and that overpayments have also been made to contractors.

A large amount is also due for interest on the valid liens interest being collected at the rate of twelve per cent. per annum, from the confirmation of assessment on all items not paid before their return to the Finance Department. On these arrears, the city receives an excess of interest over that paid by it, which will, to some extent, compensate it for the loss on invalid assessments.

During the past year the Collector of Arrears has received and paid into the treasury arrearages, including interest, to the amount of about \$1,000,000. A large amount

of arrearages remain, however, uncollected, as additional returns of arrears are continually made by the collectors of assessments.

#### FRAUDS ON THE CITY TREASURY.

Parties have, in numerous instances, produced the receipts of former collectors, although the lien upon the property has not been discharged. An investigation of the accounts of the collectors of assessments has been made by the Street Department, and reports thereon have been made of the deficiencies discovered. A full and detailed report of the accounts of this bureau, from the year 1852 to the present time, will be submitted to you at an early day, by the Street Commissioner. The Joint Committee on Accounts have also made a partial examination of these accounts. I deem it my duty to call your attention to the great importance of directing the Corporation Counsel to take immediate steps for the recovery of the sums illegally retained, and of such other sums as have been illegally obtained from the city treasury.

In this connection, I would call your attention to the propriety of applying for some legislation, by which the city may be enabled to collect the fair value of improvements, which should be paid by assessment, in cases in which by reason of some irregularity in the ordinance or contract, the assessment has been or may be set aside.

In some cases, these irregularities have been the result of fraud, in others, of neglect to comply strictly with the statute, and in others, contracts which were made in good faith and supposed to be valid, will, according to recent decisions of the court, be held to be invalid. For instance,

it has been held that a contract given to the party who appeared to be the lowest bidder upon the estimated quantities of work to be done, but who upon the development in the performance of the work of the actual quantities, proved to be not the lowest bidder, upon applying the terms of his bid to the latter quantity, was void.

In many cases large payments have been advanced on contracts which are irregular; but, in my judgment, there is no reason why the owners of property should be released from paying the fair value of the improvements. I would recommend that an application be made to the legislature for a commission, to be appointed by the Mayor and Comptroller, to determine the fair amount that should be paid by the owners of property in cases where assessments have been set aside for irregularities, and to determine the amount to be assessed in cases of works now partially completed, for which assessments have not yet been made, and in regard to which similar irregularities exist.

#### THE TAX LEVY.

By the estimates of the departments, the tax levy of 1859 will amount to over \$8,000,000, for all purposes connected with the city government. In this sum is included \$295,578 53 for arrearages of 1857 and 1858. This item, although less than that provided for the tax of 1858, is still more than it should be, and more than a correct system of expenditure among the several branches of the city government, and the various boards of commissioners created by the legislature, would warrant. This amount will, however, be increased by claims for judgments and other arrearages not included by the Comptroller.



## SCHOOL EXPENSES.

The item for Common Schools is in excess of that of 1858 by \$120,000—deducting for last year's appropriation the sum of \$100,000 for arrearages of 1854. This year the Board of Education have called for \$1,246,000. The expenses of this department have been gradually increasing from year to year since 1850, when they were but \$267,968. Whatever may be the cause, I am satisfied that under a less complex system the children of the city would have as ample opportunities for receiving a good education, and these expenses be largely reduced.

In my annual message of last year, I called the attention of the Common Council particularly to this subject, and suggested whether the increasing expenditures of the Common Schools of the city were not in some degree owing to the number of local boards, each controlling the schools of their respective wards, independently of each other, and to a great extent of the Board of Education; and that, if, instead of these numerous local boards, the whole system were under the control and government of a single board of intelligent and educated citizens, whether a great reduction of expenditure would not be effected without in the least impairing the efficiency of the system. This subject is one worthy of your consideration, and I trust that you will early take action thereon, with the view of applying to the legislature for some change by which the means of sound public education can be procured at a less expense.

There are also in the budget for 1859, two items not under the control of any local authorities. I allude to the Common Schools, State and State Mill tax.

The amounts required for these two purposes are re-	
spectively .....	\$398,395 71
	929,550 00
or a total of.....	\$1,327,945 71

By the adoption of the system of levying and collecting the state tax for schools upon property, and distributing it upon population, our city pays more than its just proportion of the amount raised by the whole state. In this way we have paid, during the last seven years, \$1,284,516 19 more than our fair proportion, while this year the excess over a fair apportionment will be \$183,395 71. So also in regard to the state tax. This city has paid, and continues to pay, under the present system of the valuations of property, an unequal and burdensome tax. If an equalization in the valuations of property in the whole state were made, this city would be relieved of a large amount of taxation. I called the attention of the Common Council to these two subjects in my last annual message, and would again earnestly invite their attention thereto, with the view of obtaining legislative relief from this excessive taxation.

#### THE STATE TAX.

I also invite your attention to the expenses imposed upon the city for the collection of the state tax. It was supposed until recently that the state was willing to allow New York some equivalent proportionate to the expenses borne by her in the collection of this large tax for the state; and, in fact the Comptrollers of the state, previous to the present one, had done so since 1843. Five per cent. had been allowed by the several previous Comptrollers on

the amount of the tax, for the expense of collection, and settlements had been thus made and passed between the Comptroller of the state and the Comptroller of this city, until the present year, when it was not only disallowed, but a suit was commenced by the Attorney-General, on behalf of the state, against the Chamberlain, to recover from the city the amount of the five per cent. which had been retained, and judgment was obtained a few months since in the Supreme Court, Albany County, against the city, for \$168,588 76, besides costs.

A previous suit had been commenced in this city and county for this purpose, but it was discontinued, and immediately afterwards the one in which the judgment was obtained was instituted. It seems to me that if no authority exists in the Comptroller of the state to grant any allowance for the expense of collecting the tax, so far as this city and county is concerned, measures should at once be taken to obtain an allowance for its collection.

#### THE POLICE DEPARTMENT.

It will also be seen that for expenses of the Police will be required .....	\$1,043,198 40
For contingencies.....	5,000 00

Total .....	<u>\$1,048,198 40</u>
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Being an increase of.....	159,650 10
over last year, and of.....	433,000 00

over the year 1853, when the department and the expenses thereof were in some degree under the regulation and control of the Common Council. I am well aware that in a city so densely populated as ours, containing so large an amount

of property to be protected, that the expenses of this department must necessarily be large. But I believe that under a system different in some respects from the present one, the city could be as well protected at a much less expenditure for its police force.

In this branch of service, as well as in many others, we have seen within the past few years a large increase of salaries, by which alone its expenses have been augmented at least 25 per cent. The police who were appointed under the act first passed for their organization, were paid but \$500 a year, while the duties they performed, and the services received by the city from them were, I am well satisfied, equal to those of the present force. But as the legislature has imposed the Metropolitan Act on the city, and fixed therein the pay of the policemen, and other officers of the force, the city must submit, and continue to pay the heavy tax for its police protection, until the legislature shall, in its wisdom, deem it proper to change the system, and give to the Common Council some control over the force, as well as the salaries to be paid to them.

#### OTHER EXPENDITURES.

There are also items for interest on different stocks and bonds which are to be raised by tax, and which together add the sum of \$618,000 to the heavy expenses of the city government. One of these items—Interest on Revenue Bonds—has continued to grow yearly in amount proportionably as the expenses of the city government have increased. This has arisen, as before stated, from the fact that the larger part of the annual appropriations are expended before any portion of the taxes of the year are

received; by reason of which, the city is compelled to issue revenue bonds in anticipation of the tax, and on which the interest, of course is to be paid.

There is also an item of interest on Central Park stock, amounting to \$250,000, as well as \$18,200 on assessment bonds and Tompkins market building stock. If the taxes were confirmed in January, instead of August or September, these large items for interest on revenue bonds would, no doubt, be reduced; or, if in place of raising the interest by tax on these and other bonds and stocks, the same were paid from the Sinking Fund interest account, a large saving in taxation would be effected. The revenues which are appropriated to the Sinking Fund Interest Account are now as has been before shown, much more than sufficient to meet the interest properly chargeable to it.

The revenues from water rents alone now more than meet the interest on the whole water debt, while the other sources of revenue paid into it are rapidly accumulating.

I would respectfully suggest, therefore, that the Common Council should take into consideration the expediency of paying the interest on all the bonds issued by the city from the Sinking Fund Account, or of adopting some means by which the necessity of inserting these large items in the tax list for interest may be avoided.

#### RECEIPTS OF TAXES.

To exhibit more fully the sums which are received from taxes through the year, the following statement is submitted, being the monthly payments made to the Receiver of Taxes during the past year:

## TAX OF 1857.

January.....	\$240,827 01	May.....	\$104,516 90
February.....	136,828 27	June.....	3,732 11
March.....	80,272 52	July.....	6,449 56
April.....	79,639 19	August.....	6,232 28
Total.....			\$658,497 84
Interest on same.....			37,803 97
Total for the above eight months.....			<u>\$696,301 81</u>

## TAX OF 1858.

September....	\$929,409 73	November...	\$3,231,898 37
October.....	2,807,378 91	December..	424,597 58
Total.....			\$7,393,284 59
Discount allowed, less interest received.....			28,624 53
Amount actually received.....			\$7,364,660 06
The tax levy of 1858 was.....			8,620,926 72
Of which was collected the last four months of the year.....			7,393,284 59
Still unpaid.....			\$1,282,178 66
Of the tax levy of 1857, which was.....			8,055,008 55
There was collected in the four last months of that year.....			6,308,884 12
Due on 1st January, 1858.....			\$1,746,124 43
Less discount after deducting interest re- ceived.....			33,368 69
Total.....			<u>\$1,712,755 74</u>

It is thus seen that the payments of taxes are principally made in the months of October and November in

each year, and after the greater part of the appropriations for the year have been expended.

If the tax levies were confirmed a month earlier for several years in succession, it would take but eight years before the same could be confirmed in January, the first of the financial year, without hardship to the taxpayer, and thus obviate in a great degree the necessity of issuing revenue bonds to so large an amount and the consequent payment of so great a sum for interest thereon.

The following will exhibit the taxes which are now in arrears since 1833, as near as they can, with certainty, be ascertained.

Taxes from 1833 to 1851, inclusive.....	\$409,325 00
Tax of 1852.....	\$75,941 57
Tax of 1853.....	140,863 84
Tax of 1854.....	247,588 25
Tax of 1855.....	394,181 45
Tax of 1856.....	641,264 98
Tax of 1857.....	899,519 38
Tax of 1858.....	1,282,178 66
Total.....	<u>\$3,681,538 13</u>

The sums due for taxes prior to year ending 1851 are principally on personal estate. The subsequent years include mostly taxes on real estate.

Besides this large sum in arrears, as appears on the books in the Comptroller's office, there are personal taxes on the books in the office of the Receiver of Taxes which are not

returned to the Comptroller's office, amounting to about \$1,469,370, thus making the total tax in arrears:

Personal.....	\$1,878,695
Real .....	3,681,538
Total....	<u>\$5,560 233</u>

The necessity for the prompt collection of personal taxes is obvious from the consideration that such taxes are liable to be lost by removal from the city and changes in the circumstances of the persons taxed. The present laws are sufficient to enforce the prompt payment of these taxes, and it is to be hoped that the Comptroller will in future enforce prompt payment, and will take immediate steps to collect, as far as possible, the present arrearages. If energetic measures be taken, I have no doubt a large amount of the arrearages can be collected. The larger part of the personal taxes, except for the last three or four years, will no doubt, be lost to the city.

Under the provisions of the charter of 1857, the branch of the service connected with the receipt of the taxes is placed in the Finance Department, and in order to give that department full control over this bureau, the appointments, after the expiration of the term of office of the present incumbent, is given to the Comptroller.

#### FINANCE DEPARTMENT.

The Finance Department has the control of all the fiscal concerns of the Corporation. In consequence of the want of accommodation for the enormous and important business entrusted to it, it has not been able to carry fully into effect the provisions of the charter respecting it.



As the rooms which are now used by the Street Commissioner will be soon vacated by that officer, they will be placed in possession of the Comptroller, and he will thus have the facilities to carry out properly that system, in regard to the management of his office, which the charter requires. Rooms have been hired, and are now being fitted up, for the

#### DEPARTMENT OF STREETS,

in the building known as the 'Times' Building, opposite the park. It is contemplated that here shall be located, under the immediate supervision of the head of this department, the several bureaux subordinate to it. Facilities will be afforded there not only for systematizing its business, but for properly protecting and safely securing all the important papers and other documents connected with the office.

This department, under its present able management and its competent and intelligent subordinates, promises to realize all that can well be expected from a properly methorized and well regulated department of the city government. Various checks in the expenditure of the funds entrusted to it have been introduced during the past year, and a new and well-devised system for the conduct of every branch of its business has been adopted, by which the department has already contributed essentially to a saving of expenditure by a faithful performance of the business which has been devolved upon it.

The expenditures of this department are much greater than any other branch of the city government. The duties are of a varied character, and directly affect nearly every important city interest.

Its business, at the time of my coming into office, was in great disorder, and necessarily continued so until, by the decision of the Court of Appeals, the question was finally settled, by determining the appointment of one of the contestants to be legal. I at once suspended him from office, and with the consent of the Common Council, he was promptly removed. Since that time, under the able management of this department, much has been done towards systematizing the immense business thereof. A full report of the transactions of this department, under its present head and his immediate predecessor, up to the first of January, will be submitted in a few days.

#### THE FISCAL YEAR.

In my opinion, it is important that the fiscal year for this city be changed from the first of January to some later period in the year.

I would suggest the first of July as the proper time for the commencement of the fiscal year—following in this the precedent of the general government. There are several reasons for this proposed change. We would thus avoid the absurdity of making expenditures without knowing whether they will be authorized or not by the legislature. This necessity occurs every year, under the present system. We would also avoid the irregularity that must arise in all the executive departments, resulting from entering upon the duties of the year, not knowing for several months yet to come either what work they will have to do or what amount of money will be appropriated for the purpose.

In fact, it happened during the last, as in previous years, that some of the appropriations were exhausted before the end of the year. When this occurs, there is no legal power short of the legislature of the state, for incurring any additional expenditure. In many cases no great detriment will arise from this, but in others, such as supplies to public offices, fuel, printing, &c., or for fire apparatus, matters essential in the transaction of ordinary public business, or involving the safety of property, imperative necessity demands expenditures, even without warrant of law. If the fiscal year were changed, and important appropriations of this character found to be insufficient, they could be increased by the legislature when the interest and safety of the city should demand it. I would also recommend that the annual appropriations should, as far as possible, specify the various items of expenditure, and especially would I recommend that distinct appropriations be made for expenditures under the several departments, so that each department may be held responsible for its estimates of the amounts required, and for the expenditures on the account of each appropriation. It has heretofore been customary for the several departments to draw upon a common appropriation. This, in my judgment, tends to relieve the departments from their proper responsibility.

An important change in the system of paying the different parties connected with the various departments of the city for their services or work done under their direction, has been effected within the past few months. The Chamberlain of the City now makes all the payments under pay rolls furnished by the different departments, instead of leaving these payments to be made by the several depart-

ments as heretofore—thus confining each department or bureau thereof to the specific duties which appertain to them under the charter.

The system has since its introduction worked well, and has secured to every party the payment due to him on the several pay rolls without delay or deduction.

#### THE GOVERNORS OF THE ALMS-HOUSE DEPARTMENT

call for an increase of their annual appropriation for this year. The expenses of this department have, no doubt, necessarily increased, in consequence of the larger number of inmates in the various institutions under its charge, and the increased applications for relief from those who, still, with the small winter stipend, are enabled to preserve their homes. But it is evident that the increase in the expenses of this department, when compared with those of five or six years since, are greater than the increase in our population would warrant. The Common Council have no control whatever over these expenditures; they have only to make the annual appropriation, and the Comptroller pays the same, from time to time, as may be required by the Board of Governors. It is true that the charter requires the annual estimates of this department, as well as of the Board of Education, to be submitted to a commission, composed of the Mayor, Comptroller and the two Presidents of the Boards of the Common Council. But even if they object, after such submission, to the amount required or any part thereof, the appropriations have always, so far at least, been repassed by a sufficient majority as to make them valid, in accordance with the charter.

The expenses of the Almshouse Department in 1850, were about \$400,000; there was, together, raised last year, the sum of \$705,000, for its support, while the estimate submitted for 1859, requires for all expenses the sum of \$830,200.

During the past year, a new hospital building on Blackwell's Island has been in course of construction, which, when completed, will cost, as estimated, about \$150,000. This building will afford accommodation for a large number of patients, and its arrangements, it is said, will excel any other hospital building in the country.

A new wing to the Lunatic Asylum is contemplated to be commenced this year, in order to afford the required accommodation for the unfortunate beings who are placed within its charge. There are now six hundred and sixty-six inmates in the asylum; every ward and room is full, and the accommodations being calculated for only four hundred and fifty persons, the halls of the building are occupied for temporary wards. The general arrangements of the institution are, however, such, that satisfactory improvement is continually exhibited in the condition of its patients.

The nurseries on Randall's Island now contain over fourteen hundred children, from the ages of two to fourteen years. This institution is a most worthy one, and well merits the great care bestowed upon it by the Governors of the Department.

The other institutions under the charge of the governors, such as the Bellevue Hospital, the Alms-house proper, the

Work-house and the Penitentiary, are conducted in a manner which meets with my general approval. There are now in all the different institutions under the charge of the Alms-house Department, about eight thousand persons supported at the expense of the city, while the population of families relieved by coal is 38,357 adults, and 50,274 children, and that of those assisted in small monthly sums, 9,033 are adults, and 12,262 children, denominated the out-door-poor.

#### THE CROTON AQUEDUCT DEPARTMENT

Still continues to be managed in that judicious and economical manner which has marked it during the whole period since its organization. I am informed that the aqueduct is in good condition, and promises to continue to supply the city with wholesome water, without extensive repairs, for many years.

It is gratifying, in connection with this Department, to state, that the annual receipts for water rents, have, the past year, exceeded any previous one. 1857 yielded, heretofore, the largest amount, the receipts then being \$697,370 51. In 1858, however, they have been about \$730,000. This does not include the total water rents, for there are always every year an amount of arrears, varying from \$40,000 to \$60,000, which are collected by the Finance Department.

The hydrographic survey of the Croton river, above the dam, which was commenced in 1857, by the department, in order to ascertain the probable amount of supply on the

water-shed of the Croton river, as well as for ascertaining suitable points for storage reservoirs for the surplus waters of the river, so that a full supply of water can always be furnished the city in favorable seasons, as well as in periods of drought, has been continued during the past year, and completed. The result has been such as to well repay the expense of the survey, which will, no doubt, be of great use in extending the work when necessary. Lines, amounting in length to four hundred and eighty miles, were run by parties engaged in surveying, and various sites for storage reservoirs were examined, and important information obtained, which will, undoubtedly, be of great value in estimating hereafter the cost and capacity of each of them.

The length of the ridge line forming the water-shed of the Croton river, beyond the point of the commencement of the aqueduct, has been ascertained to be one hundred and one miles, and within the circuit of the valley there were found thirty-one natural lakes and ponds. The aggregate length of all the principal tributaries of the Croton is one hundred and thirty-six miles, the length of the principal stream being thirty-nine miles. The total area of the water-shed, above the commencement of the aqueduct, has been found to be three hundred and fifty-two square miles.

With this vast area, the numerous tributaries of the Croton, and the natural lakes and ponds in the circuit of the valley found by this survey, it is evident that an abundant supply of water can, by the construction of the necessary additional works, be always afforded to the city, even when densely populated to the full extent of the island.

The department contemplates, this year, to commence an improvement to the High Bridge, so that a larger supply of water can be brought over it, necessary when the new reservoir shall be ready to be filled. The cost of this improvement to the bridge, it is estimated, will be \$150,000.

#### NEW RESERVOIR.

The new reservoir was commenced the past year. The work is proceeding rapidly, and its cost, it is supposed, will not exceed the original estimate, \$560,000. There will, however, be other work, in the construction of gate-houses and sewers, which will cost, together, the additional sum of \$350,000. The reservoir will contain, when completed, more than one thousand million gallons, and will be ample to supply a population largely exceeding that now embraced within the limits of the city. Some fears have been expressed in regard to the manner in which its outer embankment is being built, and apprehensions have been felt, that its strength will not be sufficient to resist the immense mass of water that will be eventually contained within it. But, on consultation with the Croton Aqueduct Board, I am satisfied that its construction is such that, when completed, the embankment and rubble wall within it will be able to safely retain all the water that the reservoir will hold. It has been proposed by some, that a very thick stone wall should surround the whole work; but this, in my opinion, is not only wholly unnecessary, but would, while contributing greatly to the cost of the reservoir, detract from the great feature of ornament which it promises to be in the Central Park. All the good or benefit to result from such a wall, would be to the contractors, who might have the building of the same.



## WATER PIPES AND SEWERS.

This department has laid, during the past year, nineteen thousand six hundred and forty feet of water pipe, of various sizes, making, together with that previously laid, nearly two hundred and fifty-three miles in the whole city. There had also been constructed, under its direction, and by virtue of ordinances of the Common Council, thirty-six thousand five hundred and fifty-eight feet of sewers, which, with those previously constructed, make nearly one hundred and seventy-six miles of sewerage in the different avenues and streets of this metropolis.

## BELGIAN PAVEMENT.

Several streets and public thoroughfares have been repaved, under the direction of the Croton Aqueduct Board, with Belgian pavement, the owners readily consenting to bear one half of the expense rather than have the same repaved with cobble stones. In a message transmitted to the Common Council, in the month of August last, I recommended, and strongly urged, the importance of repaving Chambers street, and all the streets south of it, with the Belgian pavement, as a measure of wise economy, and essential for the preservation of the public health. The lower part of the city is now given up almost wholly to trade and commerce, and it is desirable that a firm and durable pavement should be laid. There are other sections of the city which require to be repaved with this pavement, with a view to the improvement of their sanitary condition. I would urge upon the Common Council the adoption of ordinances for the paving of these sections of the city, with the Belgian pavement, commenc-

ing with those streets which are in the worst repair, and that, if deemed expedient, an application be made to the legislature, to create a pavement fund, by issuing stock to an amount sufficient for paying the proportion of this expense to be borne by the Corporation in these important improvements.

#### RUSS PAVEMENT IN BROADWAY.

I called the attention of the Common Council, in the month of November last to the smooth condition of the Russ pavement laid in Broadway. I then recommended that the blocks of stone forming this pavement, be taken up, broken into smaller blocks, of the size of those used for the Belgian pavement, and then relaid. I would again urge upon the Common Council the necessity for this or some other effectual improvement. The surface of the pavement is so slippery as to make it dangerous.

By placing the blocks so as to leave points between them, of an inch and a half, which could be filled with concrete, the surface would be well adapted for travel, without the present liability to accidents, from its being too smooth.

I trust you will early take action in this matter, and give to the Croton Board the necessary authority to proceed at once with this important work. The probable cost of the whole improvement could be easily ascertained by directing an extent of Broadway, between any two of its intersecting streets, to be relaid in the manner proposed.

#### SANITARY REGULATIONS OF THE CITY.

The sanitary regulation of the city is placed by the charter in charge of the City Inspector, who has the cognizance

of all matters affecting the public health, pursuant to the ordinances of the Common Council and the lawful requirements of the Commissioners of Health and the Board of Health. A principal matter connected with the public health is the proper and thorough cleanliness of its streets; and for this purpose large sums have been annually expended, without satisfactorily accomplishing the object.

The expenses of cleaning streets in 1840 were \$149,976 73, and the receipts for manure \$38,711 72. In 1857, the expenses were \$252,784 02; but during the greater part of the year the streets were under contract to be cleaned, and the larger part was paid to contractors who, in most instances, failed to comply with their contracts.

The Common Council, in the month of May last, passed an ordinance directing the City Inspector to again advertise for proposals for cleaning the streets. Nothing has as yet been done under this ordinance. The streets have, during the whole of this year, been cleaned without contract, under the direction of the City Inspector and the various Street Inspectors of the several wards of the city. The expenses have been about \$290,000. The receipts from manure have been much less than was formerly received. The amount received this year was \$7,000.

I call your attention to the large increase in the amount paid for cleaning the streets since 1840, and also to the decreased sums received for manure since that year. If the city has increased its limits of population, and thereby rendered a greater number of streets to be cleaned, so also must be the quantity of manure taken from them greatly

increased; but it seems the receipts for the same are much below those of the year 1840.

I am of the opinion that, by contracting with proper parties, with sufficient sureties, and holding them to a strict accountability, that the streets could be thus cleaned cheaper than by persons employed directly by the several Street Inspectors.

In my opinion, this department requires a re-organization, so as to make it more effective in regard to the several matters entrusted to its charge, especially with respect to the persons and the duties of those employed as Health Wardens in the several wards. These persons should all be individuals thoroughly qualified to judge correctly in regard to the several matters respecting the public health upon which, in the warm season, they have daily to act.

#### PUBLIC MARKETS.

The management and supervision of the markets are also placed by the charter in the City Inspector's department. These buildings, with the real estate occupied by them, are valued at about \$1,200,000. Including the interest on the value of the property in use, they are an annual source of expense to the city. In several cities of the Union, the public markets are a source of revenue, instead of expense.

I believe that the public markets owned by the city of New York might, under a proper system, be also made to pay a large revenue. Some of them, no doubt, situated in remote localities, where business is very limited, could by no system be made to pay expenses.

These markets I would recommend to be abolished. Only those that can be made to yield a revenue equal to all expenses should be continued. As an evidence of the revenue that the markets, well located, may be made to return, under a proper system of collecting the same, it is only necessary to allude to the largely-increased rents and fees received by the collector of West Washington market, appointed by the Mayor and Comptroller, after the commencement of the proceedings by the State, as its lessees, in relation to this ground—the receipts being at least twenty-five per cent. more than under the former collectors.

In connection with this subject, I may allude to the suit which is now pending by the State and its lessees against the city, in relation to the ground on which this market is located. This property, which formerly existed as a slip opposite Washington market, was gradually filling in for years, and consequently became unsuitable for occupancy by vessels. It was finally filled in by the Corporation—part prior to the year 1844, part prior to the year 1848, and the residue prior to the year 1853, under ordinances or resolutions of the Common Council. The Corporation have always been in possession. The State, however, claiming title to the land thus made, as being beyond the exterior limits of the city, leased the same, through the Commissioners of the Land Office, in April last, to two parties, at the rate of \$5,000 a year rent, and a suit was soon after commenced by the State and its lessees, as plaintiffs, against the city, to obtain possession of the same. This suit is still pending, no final determination having yet been made, except that, on an application by the plaintiffs in the suit, a Receiver has been appointed by the Supreme

Court of all the rents collected from the persons occupying stands on the ground in dispute, and these rents and other fees are now being paid into his hands, and by him deposited in the United States Trust Company, as the amounts shall reach five thousand dollars, subject to the final decision of the cause.

The question involved in this controversy between the State and its lessees and the city may result in a protracted litigation. It must be evident, however, that the interests of the State ought not to be adverse to those of the city, and I therefore trust that some amicable adjustment of the matter may yet be made.

#### THE LOWBER JUDGMENT.

Final judgment has been entered against the city in the suit of Robert W. Lowber, for the property sold by him to the Corporation for market purposes on the East river, between Sixteenth and Seventeenth streets. Execution was issued on this latter judgment for the sum of about \$228,000 damages, costs and interest, and the property belonging to the Corporation in the City Hall, including the furniture in the public offices, as well as all the paintings in the Governor's rooms, chambers of both Boards, and Board of Supervisors, and other offices, were sold by the sheriff, in the month of October last. The Comptroller had refused to pay this judgment, on the ground of there being no funds applicable to it. In this contingency, as the sale was pressed, it became necessary that the paintings and other personal property of the city, collected through a long series of years, should be preserved to its use.

Under these circumstances, the Comptroller and myself having exhausted every effort to resist what we deemed to be, not only an unnecessary expenditure, but an illegal claim, I deemed it my duty to save the property from sale. The same was bid in, under my direction, for the sum of \$50,000, and is now held by myself and the City Chamberlain, ready to be surrendered to the Corporation on repayment of this sum, with the actual expenses thereon. In connection with this subject, I would recommend that application be made to the legislature for the passage of an act, exempting from sale by execution, the personal property of the Corporation, unless there are funds applicable to the payment of the judgment, or until after the legislature shall have authorized the same to be raised therefor.

In addition to the sale of the personal property of the Corporation, all the real estate, wharf and ferry property owned by the city was advertised under the execution in the Lowber judgment, and a considerable portion thereof was sold on the 24th of December last, most of it, if not the whole, at prices greatly below its actual value. Under the provisions of the law of the state in relation to the sale of real estate on executions under judgments, the sale of this property will not become absolute until after the expiration of twelve months.

Some provision must, however be made for the redemption of the property, and I would recommend that the legislature be asked to insert the amount required for the payment of this judgment, and the expenses on the same, in the Annual Tax Levy for this year.

It is proper to state here, that this judgment, as well

as many others, resulted from the practice of authorizing purchases and contracts to be made, where no antecedent provision had been made for payment. Believing that such purchases and contracts are illegal, I am satisfied that it should be a sufficient defence to suits brought upon such contracts. So far as any action is concerned, I shall not approve any resolutions requiring the expenditure of public money, unless provision has been previously made for the payment of the same.

In connection with this subject, I would state, that since I have been Mayor, over five hundred summonses, being the commencement of as many suits against the city for alleged services or work done and performed in its behalf, have been served upon me. They have been in all cases at once transmitted by me to the Counsel of the Corporation. The city has succeeded in successfully defending some of them, but in many cases judgments have been entered for various amounts. The costs and necessary disbursements alone in these cases have amounted to a large sum.

In my opinion some legislative action is required in relation to suits against the city, and I trust that you will early consider the subject with a view of applying for a law providing that before a suit can be commenced against the city, a demand upon the Comptroller shall be made for payment, and a reasonable time allowed for an examination of the claim, and an opportunity thus afforded of ascertaining the evidence bearing on the case in question.

#### THE CENTRAL PARK.

The improvements in laying out the Central Park have been progressing during the past year, but I have no offi-



cial knowledge of the extent of the improvements. There have been issued, by virtue of the act authorizing the Park to be laid out, \$645,000 in bonds, known as Central Park Improvement Bonds, and the Commissioners have been paid under ordinances of the Common Council, by the Comptroller, at various times the total sum of \$600,000, since the work of improvement was first commenced. The Park, when completed, will be the main feature of ornament of the city, as well as a source of recreation and health to its citizens. I may here add that the Common Council have no control whatever over the expenditure of the large sums used by the Commissioners, who are appointed by state authority, and are not in any way responsible to the Common Council or other authorities of the city.

Resolutions were passed by the last Common Council, which were returned without my approval, asking the legislature to amend the act in relation to the Central Park, by extending its northern limits from One hundred and sixth to One hundred and tenth street, and by widening the Seventh avenue to a width of one hundred and fifty feet beyond the northern limits of the Park, and other improvements to the avenues surrounding it. I approve of the proposed addition of the section above One hundred and sixth street, which forms a rocky slope, and could not be used for purposes of building, unless at a great cost of grading, but which enclosed in the Park, would contribute to its ornament and completeness. This addition is, however, only desirable, but not actually necessary. And in view of the proportion of the expense of the same, which the Corporation may be called upon to pay, I would respectfully suggest that before the tract alluded to shall be taken, the Common Council shall first approve of the

awards that may be made therefor. But the widening of the Seventh avenue would, in my opinion, make an unnecessary cost to the owners of the neighboring property, especially in view of the proposed addition to the Park, and would, in connection with the exit and entrance gates proposed by the Commissioners, tend to turn into the Park the numerous vehicles coming to the city from Westchester county and the upper sections of the island, instead of following the avenues and streets laid out and regulated for business travel. The Park should, I believe, be exclusively devoted to the purposes of pleasure drives, rides and promenades, for which it was projected, and as a means of healthful recreation to our citizens, and not crowded with the ordinary business travel. Besides, the condemnation of any more land for public purposes would be at too great a sacrifice of the remaining property on the island, when the large tract already enclosed and the addition proposed thereto, are considered.

During the latter part of the past year two of the steam fire-engines, ordered by the previous Common Council to be built for the use of the

#### FIRE DEPARTMENT,

have been completed and delivered to the city. A third one, presented to the city by the Fire Insurance Companies, will also be ready for delivery within a short time. The introduction of these engines has been the subject of much discussion, but is now generally approved by the Fire Department, and will no doubt increase its efficiency, especially if steam fire-engines of a smaller size shall be introduced. This I urgently recommend—smaller engines—as they have worked well in other cities.

The Fire Department is composed at present of fourteen engineers, and about three thousand five hundred and fifty other members. There are forty-eight engine companies, sixty hose companies, and fifteen hook and ladder companies. The engines and other apparatus are generally in good condition.

The expenses of this department for 1858 were \$60,000, and the estimate submitted for 1859 requires the sum of \$70,000. There are other expenses which are not included in this item, which may be estimated at about \$50,000.

The property in use by the department, being real estate and houses on leased ground, is valued at \$325,000, and the apparatus at about \$75,000. The interest on which would amount annually, at six per cent., to \$24,000—thus making the total annual cost of the Fire Department \$144,000, besides the use of the water and the expense for keeping the hydrants in repair.

#### REGULATION OF UP-TOWN STREETS.

I recommended in my annual Message of last year, in order to facilitate the regulation of the avenues and streets in the upper section of the city, as well as to save expense to the property-holders, and encourage improvements on them, that all the streets above Forty-second street and below One Hundred and Twenty-fifth street should be opened by one and the same proceeding. I stated that the cost of doing this would be small, and that, when done, the owners of property could open and work them at their own convenience, without waiting for the action of the city.

I would again bring this subject before the attention of the Common Council, and urge upon them its importance. The taxable property of the city would, I have no doubt, if this were done, be greatly increased, and buildings rapidly spring up where all is now apparent waste.

In order to better enable owners of property to regulate the streets in front of their respective lots, I would recommend that the Legislature be asked for the passage of a law permitting the fair valuation of the expenses thus borne by owners to be allowed in any future assessment for similar improvements done to the same streets by the city.

The subject of the proper construction of

#### WHARVES FOR THE CITY,

not only sufficient for the present, but for the prospective commerce of the city, is worthy of your serious consideration. New York depends for her prosperity and her growth upon her increasing commerce. Every facility should, therefore, be afforded by her authorities for its accommodation and for its protection. Our wharves are such as would disgrace any city with the least pretensions to commercial greatness. Some general system should at once be devised to make these structures more substantial and commodious.

Wharves built on iron piles have been strongly recommended; but whatever be the best material, I am well satisfied they should be of a more permanent and substantial character than those which now surround the city. In this respect I would suggest that the opinion of scientific

and practical men, as to the best material and plan of their construction be taken and acted upon promptly.

#### THE CITY HALL.

As is well known, a part of the City Hall was destroyed, and damaged by fire in the month of September last—caused, as is now generally supposed, and which the evidence taken by the committees of investigation fully sustains, by the remains of smouldering fire-works left on the roof of the building, used at the celebration in commemoration of the laying of the Atlantic cable. The Street Commissioner was directed by the Common Council to cause plans to be prepared for the repair or reconstruction of the part destroyed, which have not been carried into effect, from the fact that no appropriation was applicable to the work.

I am of opinion that the building should be restored to its former condition, without the addition of a full story for public offices, as little available room would be gained thereby, although a large additional expense would be required. The city has ample ground to build upon, and in the arrangement of its offices the convenience of the public should be consulted by making them easily accessible.

#### MISCELLANEOUS.

There are many other subjects which require your attention, but which the limits of this communication will not allow me to state as fully as I desire, and as their importance require. Among them may be noticed the swindling operations of those engaged in mock-auctions, ticket-sell-

ing, emigrant boarding-houses, policy and lottery tickets, and other nefarious business carried on extensively here, by which the poor and ignorant are robbed to a large extent.

These matters will, however, hereafter form the subject of a special message to your honorable body, with a view of obtaining legislative action to supply the defect of the present laws on these subjects.

I would also call your early attention to the subject of establishing suitable lines and grades for the avenues and streets in the extreme upper section of the island, adapted to the natural surface of this part of the city, and also in relation to closing several of the parks in the upper part of the city, in view of the laying out and improvement of the Central Park.

#### CONCLUSION.

In conclusion, I feel that it is due to the generous confidence which I have always experienced from my fellow citizens, to explain why I have not been able to do more than has been achieved toward infusing order, economy and vigor into the administration of the municipal government. To complete the reforms, the mayoralty should, in my opinion, be invested with larger powers. The executive departments are not directly responsible to him, and without this responsibility, unity and efficiency of action cannot be expected.

It is not enough that the Mayor should have the nomination of the heads of departments, on the expiration of the terms of office of the incumbents. If he is to be held

to a proper responsibility for their action, he should have also the power of removal. In only one department of the city government, the Street Department, have I had the appointment of its head, as yet, or the power to introduce reforms, however necessary; and I point to that department, in its present condition, with satisfaction. With the exception of the clerks in my office, and a few subordinate officers appointed directly by the Mayor, I have had no other opportunity to change the personnel of the city government, and I cannot suspend or remove any head of bureau or clerk therein, however unfit I may know him to be.

These subordinate places are filled properly enough by the heads of the departments; but if the municipal government is to be efficiently administered, the Mayor must have not only the power of nominating heads of the executive departments, but the absolute power of removal. The public would then be able to hold him responsible for the conduct of affairs.

Under the provisions of the charter, giving to the Finance Department the "control of all the fiscal concerns of the Corporation," and of prescribing "the forms of keeping and rendering all city accounts," of collecting the taxes and all the revenues of the Corporation, except assessments, and of revising, auditing, and settling all accounts in which the city is concerned, as debtor or creditor, it is claimed that the Comptroller can pay any bill in his discretion, without the requisition or voucher of the head of the department in which the claim originates.

In my opinion it is proper that the Comptroller and his

subordinates alone, of all executive city officers, should hold office by a tenure independent of the Mayor, in order that there may be a check upon the expenditures made under the Mayor and his appointees. The Finance Department should not, however, pay any bills until they have been approved by the department having charge of the expenditures. The Mayor and his appointees should not be relieved of full responsibility, but it is well to have an independent department to credit and finally settle the accounts for expenditures made by them.

The Comptroller has properly the appointing of all the offices and clerks in the department, and is in no way responsible to or under the supervision of the Mayor; but in my opinion a judicious system requires that the bureau for the collection of public moneys should not be in the Finance Department. All persons paying moneys to city officers should, however, be required to register such payments in the Finance Department, which would thus be enabled to detect at once any appropriation of public moneys by collecting officers. The Finance Department would then exercise the functions properly appertaining to it, and would be a check upon all the other departments. This salutary check of two independent departments upon each other, would, in my opinion, lead to a salutary improvement in the collection and disbursement of the funds of the city.

The Street Department, at the time of my accession to office, appeared to be in inextricable confusion, and remained so until the Court of Appeals decided that the appointment made by the Mayor and Aldermen was legal. However, with great reluctance, and at my urgent solici-



tation, Mr. Edward Cooper consented to take and hold the office temporarily until order could be restored and the department reorganized. The object has now been accomplished, and Mr. Cooper has retired, and I have the satisfaction in being able to state that this important department is now reduced to a proper system, and is now under the direction of an engineer, well qualified, by education and character, to discharge his onerous and varied duties.

In the City Inspector's Department, I have been powerless. I shall, however, be able at an early day to nominate for your approval as City Inspector a candidate with a single eye to his qualifications for the post, and I respectfully ask that you will second my efforts to secure clean streets, and improve the sanitary condition of the city.

So far as the police is concerned, the Mayor is merely *ex-officio* a member of a commission of seven, to whom the management of this department is confided. He has a vote in the Board of Commissioners, but no direct control over the police force. Even the small squad of men assigned to discharge the varied duties of the Mayor's office, may be recalled at any moment, and thus the Chief Magistrate possesses police powers only in name.

I trust, therefore, that the legislature will clothe the Mayor with such powers as will enable him at least to hold the executive officers to a strict accountability, and exercise a more effectual restraint on unwise and improvident measures.

DANL. F. TIEMANN, *Mayor.*

TABLE showing the Appropriations for the years 1853 and 1858, under the direction of the Common Council, and the total increase of 1858 over 1853, in the same:

APPROPRIATIONS.	1853.		1858.	
	AMOUNT.	TOTAL.	AMOUNT.	TOTAL.
Aqueduct Repairs.....	\$18,000	.....	\$20,000	.....
Battery Enlargement.....	25,000	.....	.....	.....
Belgian Pavement.....	.....	.....	232,000	.....
Charges on Arrears of Taxes and Assessments.....	.....	.....	10,000	.....
City Inspector's Department.....	82,375	.....	11,875	.....
City Contingencies.....	60,000	.....	80,000	.....
Cleaning Streets.....	385,000	.....	280,000	.....
Contingencies, Mayor's Office.....	.....	.....	3,000	.....
Contingent Expenses, Common Council.	20,000	.....	.....	.....
Docks and Piers, Building, Repairing, Cleaning, &c.....	262,000	.....	150,000	.....
Donations.....	15,000	.....	15,000	.....
Election Expenses.....	10,000	.....	23,000	.....
Errors and Delinquencies.....	3,000	.....	5,000	.....
Intestate Estates.....	3,000	.....	7,000	.....
Iron Railing Around Tompkins Square..	.....	.....	20,000	.....
Fire Department.....	50,000	.....	62,500	.....
Fire and Police Telegraph.....	50,000	.....	6,400	.....
Lamps and Gas.....	300,000	.....	460,634	.....
Lands and Places.....	15,000	.....	25,000	.....
Lands Purchased for Assessments.....	30,000	.....	.....	.....
Markets.....	8,000	.....	7,000	.....
Printing.....	40,000	.....	70,000	.....
Public Buildings.....	178,000	.....	83,000	.....
Rents.....	2,500	.....	15,000	.....
Real Estate.....	50,000	.....	33,500	.....
Real Estate Expenses.....	50,000	.....	100,000	.....
Roads and Avenues.....	40,000	.....	50,000	.....
Removing Obstructions in Streets and Harbor.....	.....	.....	10,000	.....
Stationery.....	10,000	.....	10,000	.....
Supplies to Public Offices..	.....	.....	5,000	.....
Sewers, Repairing and Cleaning.....	16,500	.....	35,000	.....
Salaries.....	120,180	.....	242,088	.....
Sunken Vessels, Removing.....	2,000	.....	5,000	.....
Statistical Tables, Croton Aqueduct Department.....	1,500	.....	.....	.....
Street Expenses and Paving.....	100,000	.....	90,000	.....
Wells and Pumps, Repairing.....	.....	.....	1,700	.....
Water Pipes and Laying.....	112,500	.....	116,650	.....
Monument to Major-General Worth...	.....	.....	10,000	.....
Law Expenses, D. D. Conover.....	.....	.....	13,800	.....
Salaries, D. D. Conover and others...	.....	.....	38,278	.....
Other Items.....	.....	.....	58,000	.....
Arrearages of Year.....	123,770	.....	271,270	.....
		\$2,184,325		\$2,688,625

*Table showing Appropriations for Public Bodies, Departments and Commissions, for the State, and for Interest on Bonds and for Redemption of Stocks, beyond the control of the Common Council in 1853 and 1858, including Police for both years, and the total thereof for each of those years.*

APPROPRIATIONS ON DIFFERENT ACCOUNTS.	1853.		1858.	
	AMOUNT.	TOTAL.	AMOUNT.	TOTAL.
Interest paid on Stocks, as follows:				
On Revenue Bonds.....	75,000	.....	325,000	.....
On Assessments.....	.....	.....	11,000	.....
On Central Park Stock.....	.....	.....	265,700	.....
On Tompkins Market Stock.....	.....	.....	8,000	.....
On Harlem Bridge Stock.....	.....	.....	350	.....
		75,000		\$610,050
Redemption of Stocks, as follows:				
Washington Square, Iron Rail'g St'k	5,000	.....	.....	.....
Public Education Stock.....	.....	.....	12,357	.....
Building Loan Stock.....	50,000	.....	50,000	.....
		55,000		62,357
Board of Health.....	10,000	10,000	10,000	10,000
Board of Supervisors.....	234,372	234,372	601,767	601,767
Raised for the following Institutions:				
N. Y. State Juvenile Asylum.....	50,000	.....	40,000	.....
N. Y. State Asylum for Idiots.....	.....	.....	240	.....
N. Y. State Lunatic Asylum.....	467	.....	500	.....
Institution for the Blind.....	2,080	.....	1,100	.....
Institution for the Deaf and Dumb...	2,640	.....	3,600	.....
Society for the Reformation of Juvenile Delinquents.....	.....	.....	.....	.....
		55,187		52,840
Commissioners of Records.....	.....	460,007	50,000	50,000
Alms-house Department, as follows:				
General Purposes.....	383,000	.....	605,000	.....
Hospital, Blackwell's Island.....	.....	.....	100,000	.....
		383,000		705,000
Board of Education, as follows:				
General Purposes.....	604,000	.....	1,126,000	.....
Arrearages 1857.....	.....	.....	100,000	.....
		604,000		1,226,000
Common Schools for State.....	129,971	129,971	238,063	238,063
State mill Tax.....	103,408	103,408	1,171,226	1,171,226
Police, as follows:				
General Purposes.....	615,000	.....	898,548	.....
Law Expenses.....	.....	.....	16,550	.....
		615,000		905,098
Total.....		\$2,266,938		5,632,301



ANNUAL REPORT

OF THE

Croton Aqueduct Department;

MADE

TO THE COMMON COUNCIL

OF THE

CITY OF NEW YORK,

JANUARY 3d, 1859.

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Board of Aldermen,

January 3d, 1859.

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NEW YORK:

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1859.

THE NEW YORK

AMERICAN MUSEUM OF NATURAL HISTORY

ASTOR LENOX TILDEN FOUNDATION

NEW YORK CITY

AMERICAN MUSEUM OF NATURAL HISTORY

NEW YORK CITY

# Croton Aqueduct Department,

ORGANIZED

UNDER A LAW OF THE LEGISLATURE

Of the State of New York,

PASSED

April 11, 1849.

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## Croton Aqueduct Board.

PRESIDENT COMMISSIONER,

**MYNDERT VAN SCHAICK,**

COMMISSIONER,

**THEODORE R. DE FOREST,**

ENGINEER,

**ALFRED W. CRAVEN.**

---

Bureau of Pipes, Sewers and Pavements.

**JOHN P. FLENDER, Chief, and Water Purveyor.**

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Bureau of Water Rents.

**REVO C. HANCE, Registrar.**

**WILLIAM FARDON, Deputy Registrar.**

# THE JOURNAL OF THE

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DOCUMENT No. 2.

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BOARD OF ALDERMEN,

JANUARY 3, 1859.

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The Annual Report of the Croton Aqueduct Department was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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CROTON AQUEDUCT DEPARTMENT,  
December 31, 1858.

*To the Honorable the Common Council  
of the city of New York:*

The Croton Aqueduct Board respectfully presents to your Honorable Body, according to law, the Annual Report of the Department.

The classifications of the report, under appropriate heads of expenditure, will correspond with our books of account, and with the statistics of the report, which comprehend and specify the operations of the year.

A description is given of the materials which have been used, the manner of their application, and the progress made in the construction of the embankments of the new

reservoir, by the contractors, Messrs. Fairchild, Coleman, Walker & Brown, and observations and comparisons of extreme importance are made, resulting from the topographical survey of the Croton Valley.

The usual ordinary details of the work performed during the year, are furnished, including remarks on sewers, pavements and water rents, and concluding with the customary extended details of our statistics.

### *Aqueduct Repairs and Improvements.*

Under this head but little has been needed, and little expended during the present year.

The fencing on the line of the aqueduct property has been proceeded with as usual, though not to so great an extent as during the last season. The number of miles of fence put up since our last report, is 4.20 miles.

The usual minute and constant care, has been taken in the preservation of the banks and retaining walls, and in keeping all the outside work of the aqueduct in perfect repair. The annual examination of the interior of the conduit, and gate chambers, was made in the last week of October. The Chief Engineer being confined by illness, the examination this year was made by the Assistant Engineer, Mr. J. C. Winder. He entered the aqueduct at Croton Dam, on the morning of October the 28th, and finished his examination on the 30th, coming out of the aqueduct at the Receiving Reservoir in this city at about noon of that day.

The entire line of the conduit was found to be in very good condition, requiring less expenditure on the masonry

than is usual. For the purpose of this examination, the gates were closed at Croton Dam at half past eight o'clock A.M., on the 27th, and raised again at one o'clock P.M., on the 30th. The water was, therefore, shut off from the city seventy-six and a half hours, during which time the entire examination and necessary repairs were made.

Under this head, also, a small expenditure has been made, in constructing shafts of masonry, for the purpose of admitting light and air to the extension pipe vaults, in the eastern bank of the Receiving Reservoir.

The total cost of the supervision and repairs of the aqueduct, both for the surface and the interior, from Croton Dam to the Receiving Reservoir, and of all other work under this head, has been nineteen thousand seven hundred and four dollars and thirty-seven cents. The details will be found in Schedule No. 7.

### **Croton Water Works Extension.**

The chief work under this head is the new reservoir. At the time of our last report, the suit between the parties claiming the contract, had been just brought to a conclusion, by a final decision in the Appellate Court, which, like that in the court below, sustained the action of this Board, in their award of the contract.

The contract, therefore, as awarded to Messrs. Fairchild, Coleman, Walker & Brown, was sent to your Honorable Body for confirmation, on the 11th day of January. It was confirmed on the 2d day of April last, was signed the same day, and the contractors soon after commenced

work. During the best of the working season, their force has ranged as high as one thousand two hundred men, and one hundred and seven horses.

The amount of work done, up to the 30th day of November last, was

395,133 cubic yards of earth excavation.

17,538 cubic yards of rock excavation.

185,691 cubic yards of embankment.

62,408 cubic yards of puddle bank.

14,951 cubic yards of concrete masonry.

1,129 cubic yards of brick masonry.

The immediate charge of the construction of this work, is still confided to Mr. Geo. S. Greene, who has fulfilled his duties with great care and ability.

The reservoir has been constructed on the plan described in the specifications, as published in the last annual report of this Board. As some anxiety has been expressed in regard to the stability of the work, it is deemed expedient to advert here briefly to such of the specifications as bear upon the point in question, by stating how the work has been prosecuted, which statement will, it is believed, prove satisfactory to all those who have any knowledge of such works.

The puddle trench has been excavated to and into the rock, until all loose rock was removed, and as far as was deemed necessary, in order to get a foundation impervious to water. Where the rock was found to contain minute seams, the surface was covered with a bed of concrete, (as contemplated by the specifications), varying in thickness according to the requirements of each particular

locality. The quantity required for this purpose has somewhat exceeded our expectations, although no definite estimate on this point could have been made, until the character of the rock was shown in detail by the excavations. The puddle trench is in the embankments, for the entire circuit, and, consequently, extends to eight thousand three hundred feet in length. Throughout its extent, it is connected, either immediately, or by the concrete, with the solid rock, which extends over the entire space occupied by the reservoir, and forms the bottom thereof.

The concrete has been so used as to prevent the possibility of any minute threads of water working through the seams of the rock, and coming in contact with the puddle. The material for the puddle has been obtained within the reservoir basin, and is composed of clay and sand, in such proportions as to make a firm clay mortar impervious to water. The puddle has been made in its place, by working the materials in the manner required by the specifications, into a solid mass, extending from the rock bottom throughout the length and height of the embankments.

The embankments have been made as described in the specifications in layers of six inches, compacted by heavy rollers, and each layer connected with the one on which it rests. The materials, consisting of clayey earth, sand and loam, have been selected with great care, and disposed to different parts of the work, according to quality and character.

Whatever has been unsuitable for the construction of the embankments has been placed outside of the work.

Since the commencement of the work on the new reservoir, it has been deemed advisable to add two rows of sheet piling at the foot of the slopes of the central bank, wherever the rock does not approach near the surface.

When completed, the reservoir will be inclosed by a compact earth embankment, connected everywhere with the rock bottom by the puddle bank, and lined on the whole of the inner face by a heavy stone slope wall, capable of resisting any waves to which it may be subjected, and impenetrable by any animals whatever. Every part of the work on this reservoir has been under the daily scrutiny of the engineer of the department, and the constant watch of the inspectors appointed to see that the specifications be strictly adhered to.

Thus far these specifications have been fully carried out, and the Board feel well assured that if the work be prosecuted to completion with equal care and exactness, it will prove all that can be asked for on the score of security and permanence.

The embankments, as compared with those of the existing receiving reservoir, present greater strength for the same and relative depth of water, which is the proper function for comparison of the resistance to be overcome. The receiving reservoir has stood sufficiently long to test its strength, and it has shown no symptom of decay, nor indications of weakness.

The foundations of the gate-houses are in an advanced state of progress, and will be ready for the masonry in the spring. The contract for the masonry for the gate-houses, which are connected with the embankments, was

awarded to competent contractors on the 26th day of October, 1858, and sent to the Board of Aldermen for confirmation on the 28th day of October, 1858. It is deemed of the utmost importance that the contract should be confirmed as soon as possible, in order that the work may proceed. Should it not be soon perfected, the delay will prevent the preparation of the materials during the winter, which is requisite, in order that the masonry may be commenced as early as possible in April next. Such delay will also prevent the contractors for the embankments finishing their work, and necessarily give them reason for demanding an extension of their time for its completion.

Certificates to the Comptroller have been issued by the President in favor of Messrs. Fairchild, Walker & Co., for the following sums, the deduction of twenty per cent, provided for in the contract, having first been made:

June 2, 1858.....	\$3,150 40
“ 30, “ .....	13,879 04
July 28, “ .....	14,463 66
Sept. 4, “ .....	38,898 74
Oct. 2, “ .....	40,411 94
Nov. 3, “ .....	37,276 46
Dec. 1, “ .....	27,642 41
Total .....	<u>\$180,722 65</u>

Under the head of Croton Water Works' extension, is also included the topographical survey of the Croton valley. This survey, which was commenced during the summer of 1857, and prosecuted up to December of that year, was resumed in May last, and completed in November. The engineer in charge of the party during this season

has been Mr. George A. Cushing, and under his more immediate command the surveys have been prosecuted.

As stated in our last annual report, the object of this survey is to establish suitable points for storage reservoirs, and to obtain further hydraulic information, which will be useful in extending the work when necessary.

The party engaged in this survey have, during the two seasons, run and closely examined lines, amounting in length to 480 miles, have made instrumental examinations of sixteen sites for reservoirs, and obtained all the information necessary to estimate the cost and capacity of each, and to enable the Board to make a proper selection from among them.

The length of Ridge line, inclosing the valley, or defining the water shed of the Croton river, above the point at which our Aqueduct begins, has been found to be one hundred and one miles. Within this circuit there are thirty-one natural lakes and ponds. The length of the main stream of the Croton river, above the Croton dam, is thirty-nine miles, and the aggregate length of all the principal tributaries is one hundred and thirty-six miles.

The total area or water shed of the Croton, above the commencement of the Aqueduct, is ascertained to be three hundred and fifty-two square miles. This is a vast area compared with the supply of water yielded during the dry seasons, and presents an opportunity for an interesting comparison. By the guages of the Croton river, made before the aqueduct was undertaken, the minimum flow of water during the year was found to be 33,804,000 New York gallons in twenty-four hours, which gives



ninety six thousand and thirty-four New York gallons per square mile of water shed in the driest season.

The water shed of the Brooklyn Water Works is set down in the engineer's report as about thirty-five square miles. From this area the guages at the driest season show a minimum discharge of 20,279,958 New York gallons in twenty-four hours, which gives five hundred and seventy-nine thousand four hundred and twenty-seven New York gallons per square mile during the driest season.

It will thus be seen that the minimum discharge or supply of water per square mile, on this section of Long Island, is a little more than six times (6.033) as great as it is in the Croton valley. This inequality is not due to any material difference in the rain fall of the two localities.

By a record of the rain and snow fall from the year 1840 to 1853 inclusive, kept by Mr. J. F. Jenkins, teacher of the academy at North Salem, Westchester County, we find that the average annual rain-fall for fourteen years was 42.68 inches. By the register of rain and snow guage at Erasmus Hall, Flatbush, L. I., we find the annual average fall for the same period of time to be 41.32 inches. The difference between the two is slight, but if taken into account at all, would still further increase the disproportion in the minimum supply, inasmuch as the annual fall in the Croton Valley is the greater of the two.

The great cause of the difference in the discharge above mentioned is to be found in the geological character of the two localities. Within the Croton basin or water

shed, the rain falls upon steep hill-sides, and a soil resting upon a rocky substratum comparatively near the surface. The rain water is carried off rapidly from such a formation.

The area supplying the Brooklyn water works may be called a plane, rising from the sea-shore by an almost imperceptible grade, and in no part of it exhibiting more than very gentle undulations. It is a deposit of sand and gravel of great depth. The water which falls upon it is rapidly absorbed by the soil itself, and is held there free from loss by evaporation, in a great underground storage reservoir, yielding a comparatively equable and gradual supply to the courses which finally carry off its surplus.

A greater disparity between the water regions supplying two cities which lie side by side with each other, can scarcely be found.

Further details of the results of this survey cannot be fully given until the maps and calculations which are in progress have been completed. When the calculations are finished, the Board propose to lay before your Honorable Body all the information derived from them, with such observations as may seem pertinent.

The total expenditure during the year under the head of Croton Water-works extension amounts to two hundred thousand eight hundred and seventy-two dollars and six cents, as will be seen in Schedule No. 8.

### Water-pipes and Laying.

Expenditures on the Distributing Reservoir are charged to this head of account. The fire which destroyed the

Crystal Palace, injured the western wall of the Reservoir very considerably. Its face course, belt course and coping having been largely shelled off and cracked, must be removed and new work substituted. The whole of the wall must be re-dressed and its joints repointed, and as the coping and railing of the parapet wall have been removed, they must be replaced. The probable expense has been included in the estimate for the next annual appropriation.

There have been nineteen thousand six hundred and forty feet of water pipes laid in the city during the year. The total expenditure under this head has been one hundred and thirteen thousand three hundred and sixty-nine dollars and nine cents. This business has been conducted by the Water Purveyor with his usual diligence.

The Board has always proceeded to lay pipes continuously from the last place to which they had been laid in streets or avenues, and in accordance with rules adopted, viz: That the streets or avenues shall be graded, and that there shall be buildings erected which will pay seven per cent. on the cost. The regulation last named is in conformity with an old Ordinance of the Common Council, and is not held to be imperative in all cases, because we endeavor to accommodate the public whenever it is practicable, and with a view not to interrupt more important branches of the business of laying pipe, and not to exceed our appropriations. Every resolution of the Common Council which required pipe to be laid in a street or avenue, has been executed wherever it was practicable.

Watering troughs, however necessary in suitable

places, are a great inconvenience in occupying and wetting the streets, and frequently rendering it difficult for passengers to pass with comfort. Permits are granted by the Board in May, and never so late as in the fall of the year. In granting them, care is observed that the troughs are not placed nearer to each other than a reasonable convenience requires. If in populous parts of the city they are allowed, as they are frequently desired, without discrimination, they would become a public nuisance. For this reason, and as being an appropriate duty of the Board, the granting of permits had better be left to the judgment of the Commissioners.

Complaints of the waste of water continue to be made. The Board has exacted the legal fines with a determination to prevent and suppress every source of waste to the greatest possible extent. An increase of the evil has been prevented, and a very considerable saving of the water in the reservoirs effected—but the mischief is too common, extensive and covert, to be eradicated by the application of the legal remedy.

### *Sewers, Repairing and Cleaning.*

This is a permanent and increasing item in the expenditures of the department. The work is prosecuted steadily and effectively. The expense of the present year is twenty-four thousand four hundred and eighteen dollars and thirty-five cents. Water-tight carts in the conveyance of the refuse are employed as prescribed by ordinance.

We have no regular head of account for the construction of sewers, because they have never been paid for by

this department, nor has any requisition been drawn for their payment. But we keep a separate and systematic book, containing a description of the sewers, the names of the lowest bidders and their sureties, and of the surveyors and inspectors, the prices bid for the work by the lowest bidders to whom the contract is awarded and confirmed, and the date and particulars of the certificates which are issued to the assessors, and of the dates and amounts of those which we send to the Comptroller for payment to the contractor.

It has been considered by the Board to be an object of large and increasing importance to prevent the refuse from sewers being carried into the slips and basins around the city. That purpose may be accomplished by the invention of James E. Serrell, city surveyor. He calls it a Dirt-Catcher, which receives the sediment in two compartments, and being filled, the water runs over the surface, while the refuse drops to the bottom. When one of these compartments is being cleaned, the other is in operation. Four of these Dirt-Catchers, about two hundred feet apart, are being placed in the sewer in Fortieth street, between Ninth and Tenth avenues. This sewer is designed as a new outlet for the relief of the sewer in Eighth avenue, north of Thirty-fifth street. Its utility must be judged by the result of the trial.

The great Forty-ninth street sewer drains seven hundred acres of land, and is accommodated with six inch earthen entrance pipes, to receive the drains from houses. The advantage which that operation will afford of saving the sewer from dilapidation by the insertion of larger

pipes and twelve inch brick drains, became sufficiently assured to induce the Chief Engineer to offer a resolution, which was adopted by the Board, not to grant permits for drains to connect with sewers of a larger size than six inches in diameter, unless in some very extraordinary case.

A change so extensive in the policy of the Board could not have been adopted, unless the Commissioners had become convinced, on reflection and consultation, and from long observation and experience, that a larger drain was not necessary for appropriate use, and did only tend to encourage the practice of throwing refuse into the mouths of drains. This has been practised in some quarters of the city, particularly in tenement houses, in the yards of which their construction is peculiar to accomodate a large number of families. In these and similar places, ashes, bits of old clothes and hats have been found. The prohibition of the further use of drains unnecessarily large will be salutary.

The total length of sewers, for which contracts have been made this year, is thirty-six thousand two hundred and fifty-eight lineal feet. The details will be found in schedule 16.

### *Street Expenses and Paving.*

At the time the charter of 1857 was under consideration, this Board, through one of its members, objected in strong terms, to the transfer of the pavement to this department. The reason urged was that the pavements were

almost universally so badly put down, that it was impossible with any allowable appropriation to keep them in even passable repair.

There are in the city about one hundred and seventy-five miles of paved streets; a large proportion of this pavement has been laid with such an utter disregard to the specifications of the contracts, that to put them in perfect repair would cost more than it would to lay an entirely new pavement, if the ground were clear of the improper materials constituting the present one. That this Board should be made responsible for keeping such pavements in repair was not at that time considered very equitable.

The experience of eighteen months has only tended to confirm our first impression, viz: that the patching up of such pavements is almost like throwing money away. To take hold of this work, with anything approaching efficiency, would require such annual appropriations as would enable the Board to repave entirely such streets as require it. So large an amount would be necessary, that it ought to be the subject of special legislation by the Common Council. At present an annual appropriation of about one hundred thousand dollars, which would be a very large sum with ordinary pavements, may be expended with but little perceptible advantage, and even that of the most temporary character.

The employment of paving, repaving and repairing avenues and streets, has been prosecuted under the immediate direction of the Water Purveyor. It is believed that a larger quantity of work has been executed than

has heretofore been usual, and with a decreased expenditure.

No new pavement of cobble stone has been laid by this department. The Belgian pavements in the Bowery, Fourth avenue and around Union square, which were commenced before the work was assigned to this department, have been completed. Those in Madison avenue, between Twenty-third and Forty-second streets; and in Astor place, between Third and Fourth avenues; and in the New Bowery, from Chatham square to Franklin square inclusive, have been completed under contracts awarded by this Board.

The Belgian pavement in Broadway, between Walker and Canal streets, will require large repairs next spring. Parts of some Belgian pavements heretofore laid exhibit symptoms of being insufficient to sustain the wear and tear of excessive travel and heavy loads.

The Board has under consideration the condition and improvement of the pavements generally, with the intention of recommending to your Honorable Body, such as may be proved the most desirable.

For this reason it is respectfully recommended that the word "Belgian," be omitted in future ordinances, and the words "flat stone pavement," be substituted, which being a general and comprehensive term, will include Belgian and every other description of flat stone pavement.

### *Wells and Pumps.*

The estimate made for the year 1857, on account of wells and pumps, was two thousand five hundred dollars. That sum was reduced by the Common Council to one



thousand seven hundred dollars, and has proved insufficient to meet the expense of performing all the work which has been ordered by your Honorable Body. Much of it therefore has lain over until the next season.

The old wells having, under a previous administration, been covered with timber, are constantly falling in from decay. If the policy of preserving them is to be continued—and the Board incline to the opinion that they ought still to be preserved for use, in case of need, though the strength and durability of the great aqueduct has certainly lessened the motive for their continuance, they should be protected by a covering of stone, which will resist the action of time, and prevent injuries not unfrequent to our fellow citizens.

### *Statistical Tables.*

There has been expended under this head the sum of eighty dollars, leaving a balance to the credit of this department of one thousand and eighty-six dollars and eleven cents.

### *Salaries.*

The number of officers and clerks have not been increased. The whole expenditure for the year, under this head, has been twenty-six thousand eight hundred and ten dollars.

All our heads of account are comprehended in the preceding state of affairs.

### *Water Rents.*

The law suit, which was commenced by the proprietors of the St. Nicholas Hotel, with an injunction which prevented the Board from shutting off the water from that

immense establishment for non-payment of the rent imposed according to law, has not yet been brought to a conclusion.

The amounts of unpaid water rents of the regular rates, which have been returned to the Comptroller's office, and the sums collected from them, are stated in the following tables: Statement of unpaid Croton water rents of the regular rates, returned to the Comptroller, and the Bureau of the Clerk of Arrears, for the following years :

Years.	Principal.	Penalty.	Total.
1852.....	..	..	\$22,230 66
1853.....	..	..	35,082 45
1854.....	\$41,115 20	\$6,167 14	47,882 34
1855.....	50,148 37	7,522 27	57,670 64
1856.....	50,149 26	7,522 34	57,671 60
1857.....	54,689 50	8,202 42	62,892 92
Total.....			\$282,880 61

Statement of Arrears of Water Rents, received by the Comptroller, Clerk of Arrears, and Receiver of Taxes, as per Comptroller's reports:

Years.	Comptroller's Report Pages	Comptroller.	Clerk of Arrears.	Receiver of Taxes.
1852....	44	\$28,224 73	..	..
1853....	40	21,339 19	..	..
1854....	52 & 53	168 60	\$233 45	\$31,322 25
1855....	55	..	4,273 21	29,796 80
1856....	112	..	7,478 44	32,742 77
1857....	115	..	9,577 35	28,416 25
		\$49,732 52	\$21,562 45	\$122,278 07

Total amount collected.....\$193,573 04

The sums collected belong to the Croton Water revenues, and increase their total amount, though they do not appear in our annual reports.

After a final settlement, by an act of the legislature, of the old contract which was made in 1846, by which it was agreed to furnish the State Prison at Sing Sing with ten years' supply of thirty thousand gallons a day of Croton water, the Commissioners presented to the Legislature their account for the years' consumption, from May, 1857, to May, 1858. The supply had by that time been increased to more than one hundred and seventy thousand gallons a day on an average.

The Board treated the subject with the greatest liberality, and the price they have charged is a very great reduction from one cent per hundred gallons, which, by ordinance of the Common Council, our own largest consumers are obliged to pay. The cost of another years' supply, terminating on the 1st of May, 1859, has become due. The whole claim for the two years amounts to seven thousand seven hundred and twenty-eight dollars and thirty cents.

The petition which is inserted in this report will be presented to the legislature at its present session. It sufficiently explains the subject.

The receipts of the Department have been:

For water rents.....	\$718,409 17
“ penalties on rents, not paid in time, according to law.....	11,698 81
“ permits to connect with sewers.....	18,561 50
“ permits for street vaults.....	13,655 58
“ old materials sold.....	2,481 18
Total.....	<u>\$764,806 24</u>

The increase of the water rents, above the highest sum before received, which was in 1857, is thirty-two thousand eight hundred and thirty-seven dollars and forty-seven cents. It is attributed in part to the easy condition of the money market, and more especially to the unremitting attention and practical skill of the Water Registrar.

Permits for sewers not being an annual tax, their income depends on the erection of new buildings, and as few of those comparatively have been built this year, the receipts from that source have been reduced.

Permits for street vaults are a new subject in this department, and we have no former receipts for a year to compare with the present.

All of which is respectfully submitted.

M. VAN SCHAICK,  
THEO. R. DE FOREST,  
A. W. CRAVEN.

## SCHEDULE No. 1.

SHOWING THE WEEKLY RECEIPTS OF WATER RENTS.

1858.		Brought up \$196,048 67
Jan. 7.....	\$3,203 88	July 8..... 20,614 15
“ 14.....	5,040 85	“ 15..... 43,027 91
“ 21.....	2,637 21	“ 22..... 68,832 42
“ 28.....	2,286 34	“ 29..... 92,723 47
Feb. 4.....	2,367 62	Aug. 5..... 92,936 84
“ 11.....	5,494 92	“ 12..... 7,973 07
“ 18.....	2,028 05	“ 19..... 4,693 44
“ 25.....	1,772 04	“ 26..... 5,362 28
Mar. 4.....	2,572 45	Sept. 2..... 6,286 21
“ 11.....	1,492 67	“ 9..... 6,385 87
“ 18.....	2,111 81	“ 16..... 5,435 07
“ 25.....	1,518 41	“ 23..... 6,919 25
Apl. 1.....	3,033 19	“ 30..... 8,178 70
“ 8.....	1,866 63	Oct. 7..... 12,424 81
“ 15.....	1,451 78	“ 14..... 11,029 95
“ 22.....	2,694 09	“ 21..... 18,404 35
“ 29.....	1,438 75	“ 28..... 18,404 03
May 6.....	13,401 43	Nov. 4..... 21,274 95
“ 13.....	29,450 16	“ 11..... 11,684 02
“ 20.....	23,093 20	“ 18..... 13,394 58
“ 27.....	13,218 18	“ 25..... 11,835 76
June 3.....	17,244 06	Dec. 2..... 10,643 82
“ 10.....	15,269 21	“ 9..... 5,634 51
“ 17.....	13,647 26	“ 16..... 6,646 15
“ 24.....	13,272 29	“ 23..... 6,226 50
July 1.....	14,442 19	“ 30..... 5,388 39
Carried up..	\$196,048 67	Total.... <u>\$718,409 17</u>

## SCHEDULE No. 2.

SHOWING THE RECEIPTS FOR PENALTIES ON WATER RENTS.

1858.		Brought up..	\$3,566 44
Jan. 7.....	\$279 75	July 8.....	72 90
“ 14.....	247 50	“ 15.....	68 30
“ 21.....	176 70	“ 22.....	73 95
“ 28.....	174 30	“ 29.....	106 13
Feb. 4.....	171 30	Aug. 5.....	256 45
“ 11.....	232 35	“ 12.....	253 05
“ 18.....	111 55	“ 19.....	115 65
“ 25.....	110 70	“ 26.....	112 05
Mar. 4.....	153 70	Sept. 2.....	171 60
“ 11.....	146 85	“ 9.....	147 20
“ 18.....	140 65	“ 16.....	153 95
“ 25.....	137 70	“ 23.....	159 65
Apl. 1.....	165 30	“ 30.....	202 30
“ 8.....	125 55	Oct. 7.....	286 38
“ 15.....	121 80	“ 14.....	334 70
“ 22.....	128 25	“ 21.....	519 75
“ 29.....	120 15	“ 28.....	574 70
May 6.....	233 93	Nov. 4.....	775 50
“ 13.....	96 00	“ 11.....	706 05
“ 20.....	82 50	“ 18.....	662 90
“ 27.....	90 91	“ 25.....	460 68
June 3.....	75 30	Dec. 2.....	572 45
“ 10.....	70 90	“ 9.....	376 48
“ 17.....	47 70	“ 16.....	386 85
“ 24.....	40 05	“ 23.....	312 75
July 1.....	85 05	“ 30.....	270 00
Carried up...	\$3,566 44	Total....	<u>\$11,716 41</u>

## SCHEDULE No. 3.

SHOWING THE WEEKLY RECEIPTS FOR PERMITS TO CONNECT  
WITH SEWERS.

1858.		Brought up..	\$8,834 00
Jan. 7..	\$90 00	July 8.....	340 00
" 14.....	184 00	" 15.....	400 00
" 21.....	331 00	" 22.....	558 00
" 28.....	110 00	" 29.....	370 00
Feb. 4.....	120 00	Aug. 5.....	230 00
" 11.....	164 00	" 12.....	360 00
" 18.....	140 00	" 19.....	463 00
" 25.....	30 00	" 26.....	310 00
Mar. 4.....	70 00	Sept. 2.....	150 00
" 11.....	66 00	" 9.....	299 50
" 18.....	170 00	" 16.....	320 00
" 25.....	600 00	" 23.....	380 00
Apl. 1.....	400 00	" 30.....	460 00
" 8.....	580 00	Oct. 7.....	614 00
" 15.....	458 00	" 14.....	240 00
" 22.....	570 00	" 21.....	480 00
" 29.....	380 00	" 28.....	528 00
May 6.....	637 00	Nov. 4.....	546 00
" 13.....	350 00	" 11.....	400 00
" 20.....	430 00	" 18.....	390 00
" 27.....	459 50	" 25.....	362 00
June 3.....	487 00	Dec. 2.....	407 00
" 10.....	480 00	" 9.....	140 00
" 17.....	687 50	" 16.....	350 00
" 24.....	470 00	" 23.....	340 00
July 1.....	370 00	" 30.....	290 00
Carried up..	\$8,834 00	Total.....	<u>\$18,561 50</u>

## SCHEDULE No. 4.

SHOWING THE RECEIPTS FOR PERMITS TO CONSTRUCT VAULTS.

1858.		Brought up..	\$6,512 74
Jan. 7.....	\$288 35	July 8.....	131 65
“ 14.....	76 35	“ 15.....	75 00
“ 21.....	358 45	“ 22.....	629 31
“ 28.....	122 70	“ 29.....	759 00
Feb. 4.....	52 52	Aug. 5.....	26 97
“ 11.....	109 36	“ 12.....	483 30
“ 18.....	173 40	“ 19.....	516 74
“ 25.....	42 22	“ 26.....	700 30
Mar. 4.....	0 00	Sept. 2.....	91 20
“ 11.....	20 40	“ 9.....	240 18
“ 18.....	0 00	“ 16.....	88 65
“ 25.....	22 80	“ 23.....	328 85
Apl. 1.....	107 03	“ 30.....	234 89
“ 8.....	25 01	Oct. 7.....	576 14
“ 15.....	1,162 08	“ 14.....	370 05
“ 22.....	733 16	“ 21.....	191 25
“ 29.....	258 62	“ 28.....	201 15
May 6.....	67 72	Nov. 4.....	0 00
“ 13.....	170 45	“ 11.....	389 00
“ 20.....	1,294 19	“ 18.....	56 70
“ 27.....	468 25	“ 25.....	245 55
June 3.....	0 00	Dec. 2.....	68 55
“ 10.....	423 35	“ 9.....	9 90
“ 17.....	280 50	“ 16.....	0 00
“ 24.....	65 70	“ 23.....	171 45
July 1.....	185 13	“ 30.....	556 99
Carried up..	\$6,512 74	Total.....	<u>\$13,655 58</u>



## SCHEDULE No. 5.

SHOWING THE AMOUNTS RECEIVED FOR OLD MATERIALS  
SOLD, AND ACCOUNTED FOR AS PETTY CASH.

For damage done by contractors and others to water-pipes .....	\$114 91
“ alteration in location of Hydrants, for pri- vate parties .....	80 00
“ alteration in branches, for the benefit of pri- vate parties .....	65 00
“ refuse materials, sold on account of Street Paving and expenses .....	2,060 27
“ sale of House at Dobbs' Ferry .....	76 00
“ “ “ Sing Sing .....	60 00
“ “ “ High Bridge .....	25 00
Total .....	<u>\$2,481 18</u>

## SCHEDULE No. 6.

SHOWING THE PAYMENTS INTO THE CITY TREASURY, AS PER  
THE RECEIPTS OF THE CITY CHAMBERLAIN.

1858.		Brought up..\$214,961 85
Jan. 7.....	\$3,861 98	July 8..... 20,158 70
“ 14.....	5,548 70	“ 15..... 43,571 21
“ 21.....	3,503 36	“ 22..... 70,098 63
“ 28.....	2,693 34	“ 29..... 93,958 60
Feb. 4.....	2,711 44	Aug. 5..... 93,450 26
“ 11.....	6,000 63	“ 12..... 9,069 42
“ 18.....	2,453 00	“ 19..... 5,788 88
“ 25.....	1,954 96	“ 26..... 6,484 70
Mar. 4.....	2,796 15	Sept. 2..... 6,699 01
“ 11.....	1,725 92	“ 9..... 7,072 75
“ 18.....	2,422 46	“ 16..... 5,997 67
“ 25.....	2,278 91	“ 23..... 7,936 95
Apl. 1.....	3,705 52	“ 30..... 9,075 89
“ 8.....	2,597 19	Oct. 7..... 13,901 33
“ 15.....	3,193 66	“ 14..... 11,974 70
“ 22.....	4,125 50	“ 21..... 19,595 35
“ 29.....	2,197 52	“ 28..... 19,707 88
May 6.....	14,340 08	Nov. 4..... 22,596 45
“ 13.....	30,066 61	“ 11..... 13,179 07
“ 20.....	24,899 89	“ 18..... 14,504 18
“ 27.....	14,236 84	“ 25..... 12,903 99
June 3.....	17,806 36	Dec. 2..... 11,691 82
“ 10.....	16,248 46	“ 9..... 6,160 89
“ 17.....	14,662 96	“ 16..... 7,383 00
“ 24.....	13,848 04	“ 23..... 7,050 70
July 1.....	15,082 37	“ 30..... 8,837 36
Carried up..	\$214,961 85	Total.....\$764,806 24

## SCHEDULE No. 7.

## AQUEDUCT REPAIRS AND IMPROVEMENTS.

Appropriations by the Common Council, for the  
 year 1858..... \$20,000 00

## DISBURSEMENTS.

Blacksmith's work.....	110 89
Cartage.....	1,603 51
Fencing.....	1,561 18
Hardware.....	205 69
High Bridge.....	5 00
Horse-hire.....	325 84
Insurance.....	20 00
Iron-work.....	18 93
Labor.....	8,130 80
Law expenses.....	43 36
Lime, Cement and Sand.....	242 85
Lumber.....	410 55
Oil.....	56 88
Paint.....	170 88
Plumbing.....	27 88
Powder.....	60 92
Repairs to Superintendent's dwellings.....	1 00
Sand.....	12 13
Stone and Brick.....	91 79
Sundry Bills.....	636 01
Taxes.....	960 09
Tools and Repairing.....	53 19
Carried forward.....	<u>\$14,749 37</u>

Brought forward..... \$14,749 37

SUPERINTENDENTS' PAY, AS FOLLOWS:

Daniel Adamson.....	700 00
James Scott.....	650 00
Barney See.....	575 00
James Bremner.....	575 00
James Berwick.....	575 00
John L. Berrian.....	575 00
Jacob Moore.....	575 00
Ralph Ellis.....	730 00
Balance lapsed in City Treasury.....	295 63
Total.....	<u>\$20,000 00</u>

## SCHEDULE No. 8.

## CROTON WATER-WORKS EXTENSION.

Appropriation by the Common Council, for  
the year 1858..... \$708,000 00

## DISBURSEMENTS.

Advertising.....	80 60
Croton Valley Survey.....	6,893 91
Miscellaneous Bills, General.....	91 60
"    "    Engineers'.....	467 27
New Reservoir Contract.....	180,722 65
"    Surveys.....	1,519 10
"    Engineers.....	5,465 81
"    Inspectors.....	5,124 75
Iron Castings.....	213 01
Stationery .....	94 91
Sleeves, 30-inch.....	198 45
Unexpended Balance.....	507,127 94
Total.....	<u>\$708,000 00</u>

## SCHEDULE No. 9.

## WATER PIPES AND LAYING.

Appropriation by the Common Council for the  
 year 1858.....\$116,630 00

## DISBURSEMENTS.

Advertising.....	118 02
Blasting.....	397 74
Brass cocks.....	1,257 44
Cartage.....	1,041 53
Casualties.....	20 49
Cleaning up streets.....	155 00
Cistern pumps.....	154 65
Excavation.....	35 97
Fire hydrants.....	8,813 00
"    repairing.....	713 48
Fuel.....	235 62
Hydrant and stop-cock boxes.....	2,525 02
Iron pipes.....	27,814 84
Lead.....	4,963 79
Miscellaneous bills.....	466 16
Office expenses.....	335 02
Oil.....	353 70
Paving sand.....	58 06
Postage.....	34 80
Proving Yard.....	269 91
Repairing fountains.....	42 81
Reservoir, Distributing.....	385 41
Carried forward.....	\$30,192 46

Brought forward.....	\$30,192 46
Small castings.....	3,889 73
Stationery.....	781 18
Stop-cocks.....	9,700 00
"    repairing.....	1,088 85
Tapping pipes.....	1,826 95
Tools and repairing.....	1,100 88
Wages.....	43,373 65
Wagon hire.....	712 74
Water meters.....	996 42
Yarn.....	256 23
Balance lapsed in city treasury.....	3,260 91
Total.....	<u>\$116,630 00</u>

## SCHEDULE No. 10.

## SEWERS, REPAIRING AND CLEANING.

Appropriation by the Common Council for  
the year 1858..... \$35,000 00

## DISBURSEMENTS.

Basin and culvert, Union square.....	\$273 00
“ “ Beekman and South streets	243 50
Cartage.....	7,369 71
Manhole and culvert covers.....	1,466 57
Dumping sewer dirt.....	22 68
Repairing basins and culverts.....	967 04
“ manholes.....	1,916 02
“ sewers.....	213 89
Sundry bills.....	41 96
Tools and repairing.....	88 00
Wages.....	11,815 98
Balance lapsed in city treasury.....	10,581 65
Total.....	<u>\$35,000 00</u>



## SCHEDULE No. 11.

## STREET EXPENSES AND PAVING.

Appropriation by the Common Council for the  
 year 1858.....\$90,000 00

## DISBURSEMENTS.

Bridge stone.....	\$4,445 24
Cartage.....	18,107 50
Miscellaneous bills.....	1,026 95
Paving stones.....	751 13
Printing and stationery.....	24 00
Sand.....	6,001 96
Tools and repairing.....	1,449 16
Wages.....	52,632 23
Wagon hire.....	
Yard expenses.....	318 41
Yard rents.....	587 50
Balance lapsed in city treasury.....	4,655 92
Total.....	<u>\$90,000 00</u>

## SCHEDULE No. 12.

## WELLS AND PUMPS.

Appropriations for the year 1858..... \$1,700 00

## DISBURSEMENTS.

Carpenter work.....	\$755 15
Repairing pumps.....	932 50
Balance lapsed in city treasury.....	12 35
	<u>\$1,700 00</u>

## SCHEDULE No. 13.

Balance on hand from former appropriation,  
as per report for 1857..... \$1,166 11

## DISBURSEMENTS.

Re-printing annual report for 1850.....	\$80 00
Balance in bank for 1859.....	<u>\$1,086 11</u>

## SCHEDULE No. 14.

## SALARIES.

Myndert Van Schaick, President* .....	\$2,000
Theodore R. De Forest, Commissioner.....	3,000
Alfred W. Craven, Engineer.....	5,000
John C. Winder, Assistant.....	1,450
John P. Flender, Water Purveyor.....	1,500
Revo C. Hance, Registrar.....	1,500
William Fardon, Deputy do .....	1,000
Henry L. Robertson, Clerk to Board.....	1,400
Alexander F. Dodge, Contract Clerk.....	1,200
William V. Lecount, Clerk to Registrar.....	1,000
Jacob E. Howard, " " .....	1,000
Edmund E. Dean, " " .....	1,000
Gilbert H. White, " " .....	1,000
Seymour V. Moody, " " .....	1,000
Charles R. Fleet, " " .....	1,000
Peter D. De Forest, Clerk to Purveyor.....	1,000
John J. Conklin, Messenger.....	700
William H. Conklin, do .....	360
Accountant .....	700
<b>Total.....</b>	<b><u>\$26,810</u></b>

\* Salary raised in 1856 by the Common Council to \$3,000 per annum. This increase was declined by Mr. VAN SCHAICK.

## SCHEDULE No. 15.

*Exhibiting the Ledger Balance, December 31, 1858.*

HEADS OF ACCOUNTS.	DR.	CR.
Aqueduct Repairs and Improvements .....	\$19,704 37	\$20,000 00
Croton Water-works Extension.....	200,872 06	708,000 00
Water Pipes and Laying....	113,369 09	116,300 00
Sewers Repairing and Cleaning .....	24,418 35	35,000 00
Street Expenses and Paving	85,344 08	90,000 00
Wells and Pumps.....	1,687 65	1,700 00
Statistical Tables .....	80 00	1,166 11
Salaries .....	26,810 09	26,810 09
Water Rents .....		718,409 17
“ “ penalties thereon		11,698 81
Permits to connect with sewers.....		18,561 50
Permits to construct vaults..		13,655 58
Petty Cash.....		2,481 18
City Chamberlain.....	764,806 24	—
Unexpended balances .....	527,020 51	—
	<u>\$1,764,112 44</u>	<u>\$1,764,112 44</u>

REPORT OF THE CHAIRMEN OF THE COMMITTEES ON CROTON  
AQUEDUCT, ON THE TRANSACTIONS OF THE DEPARTMENT,  
PRESENTED IN BOTH BOARDS, DECEMBER 15, 1858.

The undersigned, Chairmen of the Committees on  
Croton Aqueduct, would respectfully

REPORT:

That, in pursuance of the directions contained in the sixth section of the act passed by the Legislature, April 11th, 1849, entitled "An act to create the Croton Aqueduct Department in the city of New York," they have carefully examined the books and accounts of the said department, and have minutely investigated the entire business transactions, and have visited the works under its direction and management, and have given their close attention to all other matters that have been under its control, from the 1st of November, 1857, to the 5th of November, 1858.

The cash receipts have been found to be properly balanced by the County Treasurer's certificate of deposit, and they find that proper vouchers are on file for the various expenditures.

Every branch of the business of the department appears to be in the most satisfactory condition, and to have been conducted in the most able and judicious manner, while the systematic and complete arrangement of the various and numerous duties devolving upon it is worthy of all praise.

In concluding their Report, your Committee would acknowledge the assistance that has been rendered them in their examinations by the different officers of the department.

T. W. ADAMS,

*Chairman of Committee of  
Board of Aldermen.*

B. T. RHODES,

*Chairman of Committee of  
Board of Councilmen.*

Report accepted and adopted.

## SCHEDULE No. 16.

## CONSTRUCTION OF SEWERS.

The following statement exhibits the locality, length and size of all sewers for which contracts have been made during the year 1858, together with the number of receiving basins and culverts attached to each:

STREETS.	BETWEEN	LENGTH IN FEET.	SIZE.	BASINS AND CULVERTS.
Sixteenth.....	Seventh and Ninth avenues..... }	1948	4 by 2 ft. 8 in.	4
Ninth avenue...	Fifteenth and Sixteenth streets.... }			
Spring.....	Greenwich and McDougal.....	1403	"	2
Desbrosses.....	Hudson street and Hudson river ...	879	"	6
Third avenue...	Fifty-sixth and Sixty-first streets...	1369	"	6
Fifty-second.....	Second and Third avenues.....	595	"	
Allen.....	Hester street, and 200 feet North. ..	230	"	
Fifth avenue....	Tenth and Eleventh streets.....	167	"	
Sheriff.....	Houston street, and 200 feet South..	235	"	
Wooster.....	Houston and Bleeker.....	324	"	
Marion.....	Broome and Spring .....	974	"	2
Thirty-seventh..	East of Seventh avenue and B'way..	413	"	1
Beach.....	West and Greenwich.....	440	"	2
Eldridge.....	Stanton and Houston.....	225	"	
Pike..	East river and Division street.....	1721	"	15
Gouverneur.....	Gouverneur slip and Henry st.....	1137	"	10
Cherry.....	Gouverneur street and No. 405.....	431	"	1
Forty-eighth....	Sixth and Seventh avenues.....	920	"	
Third avenue...	Twenty-eighth & Twenty-seventh sts.	245	"	
Avenue A.....	Second and First streets.....	220	"	
Houston.....	Wooster and Greene.....	175	"	
Front.....	Wall street and Maiden lane.....	514	"	4
Thirty-sixth....	Second avenue and East river.....	836	"	2
Forty-second....	Fourth and Madison avenues..... }			
Madison avenue.	Forty-second and Thirty-ninth sts.. }	1380	"	7
Fourth avenue..	Thirty-seventh and Fortieth.....	817	"	
Sullivan.....	Bleeker and Amity.....	460	"	
Trinity place....	Edgar street, and 125 feet North....	134	"	
Forty-sixth....	Second and Third avenues.....	614	"	
Jackson.....	Trunk extension through pier.....	226	"	
Do. ....	75 feet North of Monroe st. and pier..	1037	"	10
Grove.....	175 ft. E. of Bleeker and Fourth sts..	455	"	2
Fourth.....	Grove and Barrow streets..... }			
Carried forward		20,550		74

STREETS.	BETWEEN	LENGTH IN FEET.	SIZE.	BASINS AND CULVERTS.
Brought forw'd.	.....	20,550	.....	74
Forty-fifth.....	150 ft. E. of Sixth av. and Fifth av. }	1365	4 by 2 ft. 8 in.	2
Fifth avenue....	Forty-fifth and Forty-seventh sts. }			
Fortieth.....	Ninth and Tenth avenues..... }			
Ninth avenue....	Thirty-ninth and Fortieth sts.....	3520	ell 5 ft.-by 4 ft.	
Thirty-ninth....	Ninth and Eighth avenues.....			
Eighth avenue....	Thirty-fifth and Thirty-ninth sts....			
Crosby.....	Bleecker and Houston.....	347	4 by 2 ft. 8 in.	
Fifty-fourth.....	Third and Second avenues.....	585	"	
Twenty-fourth....	Lexington av., half way to Fourth av.	250	"	
Elizabeth.....	Bayard and Canal streets.....	380	"	
Howard.....	Mercer street and Broadway.....	156	"	
Forty-ninth.....	Seventh av., and 76 ft. E. of B'way ..	167	"	
Fifteenth.....	Avenue C and East river.....	1107	"	
Spring.....	Washington street and Hudson river.	250	"	2
Morton.....	extension to Bedford street.....	256	"	
Thirty-fourth....	Lexington and Fourth avenues.....	370	"	
Hudson.....	Barrow and Morton streets.....	229	"	
Houston.....	Laurens and Wooster.....	190	"	
Pitt.....	Broome and Grand.....	284	"	
Forty-fifth.....	Third and Second Avenues.....	585	"	
Second avenue....	Fifty-third and Sixtieth streets.....	1840	"	5
Thirty-sixth....	Tenth and Eleventh avenues. . . }	1015	"	2
Eleventh avenue.	Thirty-sixth and Thirty-seventh sts. }			
Orohard.....	Stanton and Rivington.....	314	"	
Fourth.....	Sixth av., and 20 ft. N. of Jones st..	370	"	3
Greenwich av....	Troy and Jane streets.....	163	"	1
Allen.....	Rivington and Stanton.....	450	"	
Forty-fifth.....	Ninth and Tenth avenues.....	653	"	
Attorney.....	Rivington and Delancey streets.....	460	"	
South-east corner	Attorney and Houston.....	.....	.....	1
North-east do.	Greenwich and Clarkson.....	.....	.....	1
South-west do.	Minetta street and Minetta lane.....	.....	.....	1
North-east do.	Houston street and Broadway.....	.....	.....	1
Easterly do.	Chambers and Washington streets.....	.....	.....	2
Built.....	at private expense.	.....	.....	
Forty-second.....	Madison and Fifth avenues.....	377	.....	
Jackson.....	extension to 100 ft. N. of Monroe st..	25	.....	
Receiving Basins	to Fifteenth street, Av. C to East riv..	.....	.....	3
Total.....	.....	36,258	.....	93

Or Seven Miles, less 702 feet.

Contracts for the following Sewers were awarded November 8th; but, in consequence of the late period (November 30th) when they were confirmed, it was deemed imprudent to commence at that time their construction: they will be undertaken in the Spring, as soon as mason-work may be prosecuted with safety:

Sewer in Allen street, from Grand street, 75 feet South.

Do. Henry street, between Montgomery and Gouverneur streets.

Do. Madison street, between James and Oliver streets.



## SCHEDULE No. 17.

## SEWERS.

*Constructed under the direction of the Croton Aqueduct Department,  
since its organization in 1849.*

1849.	Number of sewers .....	25	
	“ basins and culverts.....	58	
	Lineal feet in length.....		16,165
1850.	Number of sewers.....	70	
	“ basins and culverts.....	173	
	Lineal feet in length .....		61,579
1851.	Number of sewers .....	105	
	“ basins and culverts.....	157	
	Lineal feet in length.....		63,009
1852.	Number of sewers .....	100	
	“ basins and culverts.....	196	
	Lineal feet in length .....		65,689
1853.	Number of sewers .....	85	
	“ basins and culverts.....	256	
	Lineal feet in length .....		73,542
1854.	Number of sewers .....	88	
	“ basins and culverts.....	244	
	Lineal feet in length.....		73,519
1855.	Number of sewers.....	65	
	“ basins and culverts.....	110	
	Lineal feet in length.....		38,679
1856.	Number of sewers.....	73	
	“ basins and culverts.....	121	
	Lineal feet in length .....		49,280
1857.	Number of sewers.....	23	
	“ basins and culverts.....	19	
	Lineal feet in length.....		10,430
1858.	Number of sewers.....	56	
	“ basins and culverts.....	98	
	Lineal feet in length .....		36,258
	Total—92 miles, 1,340 feet.		

## SCHEDULE No. 18.

*Number of feet of Water Pipes laid, and where laid, during the year  
eighteen hundred and fifty-eight.*

STREET.	BETWEEN.	24 INCH.	20 INCH.	12 INCH.	6 INCH.
Avenue B.....	Seventieth to Seventy-first street	.....	.....	.....	200
Do. Fifth ....	Forty-seventh to Fiftieth street.	.....	.....	.....	720
Do. Sixth ....	Fiftieth to Fifty-fourth street...	.....	.....	1,040	.....
Do. Seventh...	Forty-sixth to Fifty-ninth street.	.....	.....	.....	3,420
Do. Ninth.....	Thirteenth to Thirty-eighth str't	6,460	.....	.....	.....
Eighteenth street..	West of Eleventh avenue.....	.....	.....	.....	200
Twenty-ninth " ..	Eighth to Ninth avenue.....	.....	900	.....	.....
Forty-seventh " ..	Fifth to Sixth avenue.....	.....	.....	.....	1,000
Forty-ninth " ..	Third av. to 425 East Second av.	.....	.....	.....	610
Fifty-second " ..	Ninth to Tenth avenue.....	.....	.....	.....	720
Fifty-fourth " ..	East of Sixth avenue... ..	.....	.....	.....	200
Fifty-fifth " ..	Broadway and Eighth avenue..	.....	.....	.....	500
Sixty-fifth " ..	First to Third avenue.....	.....	.....	.....	1,400
Seventieth " ..	Avenue A to B.....	.....	.....	.....	650
Seventy-first " ..	Second to Third avenue.....	.....	.....	.....	610
Eighty-fourth " ..	Fourth to Fifth avenue.....	.....	.....	.....	920
		6,460	900	1,040	11,150

Total length of all ..... 19,560 feet.

# SCHEDULE No. 19.

Pipe of All Sizes, for the Supply and Distribution of Croton Water, to December 31, 1858.

TIME.	48.	36.	30.	24.	20.	16.	12.	10.	8.	4.	TOTALS.
Prev's to July, 1849	60,838	25,796	5,400	20,275	13,125	225,140	5,875	688,107	1,024,051 feet, or 2193 miles 5,011 feet.		
July to Dec'r, 1849						936	2,430	9,402	20,236	7,451	3 " 4,396 "
Jan'y to Dec'r, 1850	545	2,040		4,860			2,375	30,539	41,323	969	7 " 4,965 "
" " 1851					2,721		18,739	42,817	65,199	923	12 " 1,839 "
" " 1852					3,650		12,171	47,714	63,535		12 " 175 "
" " 1853	3,500		5,125				996	24,161	33,782		6 " 2,102 "
" " 1854	587				1,765		5,000	23,223	30,575		5 " 4,275 "
" " 1855			10,562		1,492		6,063	18,754	36,921		6 " 5,141 "
" " 1856			1,319		102		2,731	25,702	29,983	129	5 " 3,583 "
" " 1857							3,059	20,131	23,220		4 " 2,100 "
" " 1858					6,460	900	1,040		19,550		3 " 3,710 "
	4,087	60,878	41,582	5,400	41,324	14,978	279,894	5,875	980,816	9,472	1,388,380 feet, or 262 miles 5,020 feet.

The present department was organized in July, 1849. The first line in the table gives the quantity in use at that time; the others, the quantities laid each year since. The figures at the head of the columns indicate the internal diameter of pipes in inches.

SCHEDULE No. 20.  
REPAVING RETURNS.

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
April 5 to 17.	Greenwich.....	Cedar and Rector.....	58	25
	Mercer.....	Amity and Bleecker.....	28	15
	Bleecker.....	Bowery and Crosby.....	56	30
	Avenue C.....	Houston and Fourth.....	101	40
	Eighth avenue..	Bank and Fourteenth.....	73	38
	Broadway.....	Seventeenth and Nineteenth..	27	107
	South.....	Gouverneur and Rutgers.....	96	32
	Do.....	Whitehall and Coenties slip...	98	17
	Third avenue...	Twenty-second & Twenty-fourth	75	31
	Eighth avenue..	Forty-second and Forty-fourth	77	26
	Spring.....	Broadway and Thompson.....	53	18
	Greenwich.....	Morris st. and Battery place..	25	14
	Battery place..	Broadway and West.....	141	41
April 19 to May 1	Bleecker.....	Crosby and Broadway.....	13	12
	Broome.....	Elizabeth and Mulberry.....	145	73
	Avenue C.....	Fourth and Sixth st.....	40	31
	Eighth avenue..	Fourteenth and Nineteenth...	84	51
	Broadway.....	Eighteenth and Twentieth....	82	101
	South....	Rutgers and Market.....	239	21
	Do.....	Broad and Coenties slip.....	24	19
	Coenties slip...	South and Front.....	29	6
	Battery place..	Greenwich and Washington...	95	36
	Eighth avenue..	Forty-fifth and Fifty-first....	102	21
	Third avenue...	Twenty-second & Twenty-third	100	27
	Spring.....	McDongal and Thompson....	37	21
	Prince.....	do. do.....	75	24
	Laurens.....	Prince and Spring.....	17	2
	Fourteenth....	Eighth and Ninth avenues...	32	73
	Greenwich.....	Morris st. and Battery place..	20	12
	West.....	do. do.....	33	25
May 3 to 15th	Broome.....	Bowery and Marion street....	111	89
	Avenue C.....	Fifth and Seventh streets....	48	19
	Eighth avenue..	Nineteenth and Twenty-third..	52	29
	Broadway.....	Nineteenth and Twenty-first..	66	70
	South.....	Market and Catharine.....	88	16
	State.....	Battery place and Whitehall..	55	15
	Pearl.....	Broad and Coenties slip.....	17	13
	Eighth avenue..	Fifty-first and Fifty-second...	16	9
	Thirty-eighth..	Eighth and Tenth avenues....	57	20
	Third avenue...	Twentieth and Twenty-first...	45	
	Thirty-fourth..	First and Second avenues....	66	44

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
May 3d to 15th.	Laurens .....	Prince and Houston.....	33	21
	Thompson .....	do. do. ....	43	7
	Houston.....	Laurens and Thompson.....	14	
	Fourteenth .....	Ninth and Seventh avenues...	66	71
	Forty-seventh.....	Eleventh and Twelfth do.....	46	33
	Greenwich.....	Canal and Watts.....	28	33
May 17th to 29th.	Canal.....	Watts and Greenwich.....	6	4
	West.....	Morris and Battery place.....	40	30
	Morris.....	Washington and West.....	13	11
	Washington .....	Morris and Rector.....	29	15
	Cortlandt.....	Greenwich and West.....	11	
	Bleecker .....	Broadway and Wooster.....	60	72
	Avenue C.....	Seventh and Ninth sts.....	65	30
	Eighth avenue..	Twenty-second & Twenty-sixth	74	35
	Broadway.....	Twentieth and Twenty-second	87	89
	South.....	Catharine and Oliver.....	65	19
	Do.....	Beekman and Fulton.....	56	17
	Beekman.....	Nassau and Gold.....	28	12
	Pearl.....	Broad and Coenties slip.....	11	6
	Coenties slip...	South and Front.....	35	20
	South.....	Coenties and Old slips.....	33	15
	Thirty-eighth...	Ninth and Eleventh avenues...	75	50
	Thirty-fourth...	First and Second avenues....	115	75
	Laurens .....	Houston and Prince.....	14	2
	Houston .....	Laurens and Thompson.....	48	1
	Thompson .....	Houston and Prince.....	12	1
	Sullivan.....	do. do. ....	31	
	Wooster .....	do. do. ....	15	2
	Fourteenth .....	Seventh and Eighth avenues...	70	52
	Forty-seventh.....	Eleventh and Twelfth avenues...	57	80
	Greenwich.....	Watts and Laight.....	55	78
	Cortlandt .....	Greenwich and West.....	50	
	West.....	Liberty and Fulton.....	97	76
	Bleecker .....	Greene and Sullivan.....	58	62
	Greene .....	Bleecker and Amity.....	19	11
	Avenue C.....	Tenth and Twelfth sts.....	47	58
	Eighth avenue .....	Twenty-fifth and Twenty-sixth	38	9
	Ninth .....	Broadway and Sixth avenue...	54	32
	Thirteenth.....	Ninth and Tenth avenues.....	29	13
	Broadway.....	Twenty-first and Twenty-third	126	116
	Beekman .....	Gold and Water.....	62	28
	South .....	Beekman and Roosevelt.....	152	30
	Do.....	Old slip and Gouverneur lane.	30	14
	West.....	Fulton and Vesey.....	16	6
	South.....	Gouverneur and Wall.....	29	9

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
May 31st	Wall .....	South and Pearl .....	55	32
to June	Thirty-eighth...	Tenth and Eleventh avenues..	40	41
12th.	Thirtieth .....	Eleventh avenue and river...	29	12
	Fourteenth .....	Avenues B and C .....	106	106
	Wooster .....	Houston and Spring .....	13	2
	Prince .....	Greene and Broadway .....	16	2
	Greene .....	Spring and Houston .....	29	3
	Spruce .....	Gold and Chatham .....	42	2
	William .....	Beekman and Duane .....	66	10
	Fourteenth .....	Eighth and Sixth avenues...	43	117
	Forty-seventh ..	Eleventh and Ninth avenues..	63	62
	Greenwich .....	Vestry and North Moore .....	17	96
	West .....	Fulton and Vesey .....	5	5
June 14th	Do .....	Cortlandt and Morris .....	110	60
to 26th.	Cedar .....	West and Broadway .....	55	27
	Rector .....	do. do. ....	20	12
	Bleecker .....	Thompson and Macdougall...	25	24
	Macdougall .....	Bleecker and Amity .....	9	5
	Amity .....	Sixth avenue and Sullivan st..	66	44
	Avenue C .....	Eleventh and Fourteenth .....	40	45
	Tenth .....	Avenues A and B .....	30	20
	Thirteenth .....	Ninth and Eleventh avs .....	78	55
	Broadway .....	Twenty-second & Twenty-sev'h	99	101
	South .....	Roosevelt and Oliver .....	40	12
	Front .....	do. and Fulton .....	59	26
	Water .....	Fulton and Peck slip .....	52	9
	Front .....	and do. ....	65	9
	Wall .....	Pearl and Broadway .....	112	46
	Exchange place.	New and Broadway .....	10	6
	South .....	Wall and De Peyster .....	29	7
	Thirtieth .....	Tenth avenue and North river.	26	79
	Fourteenth .....	Avenue A and First avenue..	96	122
	Spruce .....	Gold and Chatham .....	23	7
	Gold .....	Beekman and Frankfort .....	48	10
	Ferry .....	Gold and Pearl .....	61	11
	Jacob .....	do. do. ....	19	4
	William .....	Beekman and Chatham .....	79	12
	Duane .....	Cross and Rose .....	19	
	Clif .....	Frankfort and Pearl .....	30	7
	Fourteenth .....	Seventh and Fifth avenues....	30	118
	Forty-seventh ..	Ninth and Tenth avenues....	70	78
	Greenwich .....	Beach and Jay .....	9	184
June 28th	Albany .....	West and Greenwich .....	35	15
to July	Greenwich .....	Albany and Cortlandt .....	15	5
10th.	Carlisle .....	West and Greenwich .....	15	10

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
J'ne 28th to July 10th.	Liberty .....	West and Broadway .....	30	20
	Washington ...	Rector and Dey .....	35	13
	Amity .....	Sullivan and Greene .....	66	61
	Tenth .....	Avenue B and the Ferry .....	62	33
	Thirteenth .....	Tenth and Eleventh avenues ..	34	64
	Greenwich .....	Troy and Hammond .....	14	15
	Broadway .....	Twenty-seventh and Fortieth ..	82	64
	Water .....	Peck slip and Oliver .....	105	26
	South .....	Maiden lane and Fulton .....	60	15
	Maiden lane .....	Nassau and Broadway .....	15	16
	John .....	Water st. and do .....	69	23
	Thirtieth .....	Eleventh and Ninth avs. ....	78	45
	Thirteenth .....	Avenue A and Third av. ....	90	109
	Houston .....	Broadway and East river .....	283	53
	Fourteenth .....	Fifth and Sixth avs. ....	21	72
	Thirteenth .....	Fifth av. and University place ..	4	14
	Broadway .....	Forty-fourth and Forty-seventh ..	40	60
	Forty-third .....	Broadway and Sixth avenue ..	7	6
	Greenwich .....	Harrison and Jay .....		24
	West .....	do. do. ....	4	4
	Washington ...	Franklin and Harrison .....	22	9
	Harrison .....	Hudson and West .....	7	23
	Jay .....	do. do. ....	10	8
	Franklin .....	do. do. ....	35	20
	Lexington .....	Twenty-ninth and Thirty-third ..	128	93
July 12th to 24th.	Dey .....	West and Broadway .....	40	20
	Barclay .....	do. do. ....	43	15
	Robinson .....	do. College place .....	30	13
	Greenwich .....	Dey and Barclay .....	10	
	West .....	Robinson and Barclay .....	15	
	Washington ...	do. do. ....	16	4
	Park place .....	Broadway and College place ..	15	8
	Amity .....	Wooster and Broadway .....	27	27
	Great Jones .....	Broadway and Lafayette place ..	26	28
	Greene .....	Amity and Fourth street .....	8	9
	Wooster .....	do. Bleeker .....	38	16
	Tenth .....	Avenue D and East river .....	51	25
	Eighth .....	Avenue A and Third avenue ..	35	22
	Avenue D .....	Ninth and Tenth avenues .....	2	3
	Greenwich .....	Hammond and Barrow .....	48	68
	Charles .....	Hudson and Greenwich .....	4	5
	Christopher .....	do. do. ....	13	9
	Broadway .....	Fortieth and Forty-second sts. ..	11	7
	Thirty-eighth .....	Fifth and Seventh avenues .....	54	43
	Cherry .....	Jackson and Corlears .....	18	8

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
July 12th to 24th.	Second.....	Second avenue and Bowery...	124	36
	Fourth.....	Third avenue and Lafayette pl.	7	3
	Maiden lane ...	Water and Front.....	14	3
	Burling slip....	do. do. ....	17	5
	Front.....	Fulton and Maiden lane.....	27	7
	Water.....	do. Old slip.....	84	22
	Thirty-third....	Ninth and Tenth avenues ...	28	13
	Thirty-second...	Eighth and Tenth avenues....	50	22
	Fourteenth ....	Second and Third avenues....	46	31
	Twelfth.....	Dry Dock and Avenue C.....	137	48
	Houston.....	Broadway and East river....	186	28
	Fourteenth.....	Fifth and Sixth avenues.....	18	58
	Broadway.....	Forty-second and Forty-third.	46	67
	Washington ...	Hubert and Watt.....	40	16
	North Moore ..	West and Hudson.....	46	32
	Beach.....	Greenwich and Hudson.....	14	7
	Franklin.....	do. do. ....	16	9
	Hubert.....	Hudson and West.....	32	11
	West.....	Barclay and Robinson.....	10	5
	Lexington ave..	Twenty-sixth and Thirtieth...	60	49
July 26th to Aug. 7th.	Greenwich.....	Robinson and Murray.....	17	5
	Vesey.....	West and Greenwich.....	23	8
	West.....	Vesey and Chambers.....	50	14
	Murray.....	West and Broadway.....	36	9
	Warren.....	do. do. ....	25	6
	Washington....	Vesey and Murray.....	18	9
	Wooster.....	Bleecker and Waverly place..	67	10
	Greenwich ave..	Sixth ave. to Christopher st..	28	21
	Avenue D.....	Fifth and Ninth sts.....	71	38
	Greenwich.....	Christopher and Morton.....	20	37
	Morton.....	Hudson and Washington.....	36	38
	Thirty-eighth ..	Broadway and Seventh av....	21	11
	Thirty-sixth....	Fifth and Sixth avenues.....	69	41
	Second.....	First avenue and Avenue C..	109	36
	Water.....	Coenties slip and Old slip....	22	3
	Coenties slip....	Water and Front.....	17	3
	Front.....	Coenties slip and Wall st....	61	12
	Beaver.....	Pearl and William.....	53	10
	Thirty-second ..	Eighth and Ninth avs.....	38	13
	Thirty-first....	do. do. ....	43	29
	Twelfth.....	Avenue A and Fourth av....	117	27
	Thirteenth.....	Second and Fourth avs.....	14	10
	Ludlow.....	Stanton and Rivington.....	51	15
	Stanton.....	Bowery and Ludlow.....	107	30
	University place.	Eleventh and Fourteenth....	65	58



DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
July 26th	Eleventh street.	Broadway and University pl..	6	5
to Aug.	Seventh avenue.	Forty-second to Forty-third..	30	37
7th.	Forty-fifth .....	Broadway and Sixth av.....	30	37
	Washington....	Watts and Hoboken.....	6	4
	Canal .....	Hudson and Washington ....	298	43
	Lexington.....	Twenty-first and Twenty sixth	62	50
Aug. 9th	Warren.....	Broadway and Washington...	139	30
to 21st.	Chambers .....	do. Centre.....	16	60
	Greenwich ave..	Amos and Jane.....	100	70
	Avenue D .....	Second and Fifth sts.....	30	29
	Elizabeth.....	Bleecker and Canal.....	35	34
	Morton .....	Greenwich and Hudson.....	13	10
	Greenwich .....	Morton and King.....	47	75
	Thirty-seventh..	Sixth av. and Broadway .....	27	11
	Thirty-sixth....	do. do. ....	41	14
	Thirty-fifth .....	Sixth and Fifth avs.....	33	17
	Second .....	Avenues A and B.....	12	5
	Do.....	Avenue C and Sheriff st....	25	14
	Lewis .....	Grand and Stanton.....	16	4
	Columbia.....	Houston and Grand.....	113	20
	Beaver .....	Hanover and Broad.....	42	15
	Ann.....	Broadway and Gold.....	43	9
	Nassau .....	Fulton and Beekman.....	30	10
	Thirty-first .....	Ninth and Tenth avs.....	26	3
	Thirty-fourth...	Seventh and Eighth avs....	18	
	Thirteenth.....	First and Third avs.....	21	15
	Ninth.....	Third and Fourth avs.....	27	11
	Third avenue...	Seventh and Tenth sts..	41	33
	Stanton .....	Ludlow and Ridge.....	188	66
	Eleventh.....	Broadway and University pl..	27	22
	Fifteenth .....	Broadway and Sixth av.....	14	12
	Sixteenth.....	do. do. ....	24	26
	Canal .....	Renwick and Greenwich st...	182	61
	Washington ...	Canal and Charlton.....	24	38
	Greenwich.....	Canal and Spring.....	20	6
	Lexington av...	Twenty-first and Twenty-sec'd	14	26
	Twenty-first....	Lexington and Third avs....	15	16
	Twenty-fifth ..	Third and Lexington avs.....	8	4
	Twenty-fourth..	do. do. ....	6	10
	Third avenue...	Twenty-fourth and Twenty-fifth	2	
	Do.....	Forty-third and Forty-fourth.	2	3
Aug. 23d	Chambers .....	Greenwich and Centre.....	38	23
to Sept.	Church .....	Reade and Chamber.....	13	8
4th.	Reade .....	Chnrch and Broadway.....	20	8
	Cortlandt .....	do. do. ....	26	9

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
Aug. 23d to Sept. 4th.	Greenwich av...	Jane st. and Eighth av.....	5	2
	Bedford.....	Houston and Christopher.....	99	39
	Christopher....	Hudson and Bedford.....	12	6
	Bayard.....	Mott and Bowery.....	9	7
	Elizabeth.....	Canal and Bayard.....	9	7
	Mott.....	Chatham and Prince.....	85	70
	Greenwich.....	Hamersley and Spring.....	48	71
	Thirty-fifth....	Fifth and Sixth avs.....	6	45
	Washington...	Warren and Harrison.....	111	32
	Duane.....	West Broadway and West st.	30	8
	Fourth avenue.	Seventeenth and Eighteenth sts	21	12
	Nassau.....	Ann and Spruce.....	18	8
	Maiden lane....	Water and Nassau.....	105	25
	Thirty-fourth...	Eighth av. and Broadway....	96	39
	Third avenue....	Ninth and Fourteenth sts....	125	23
	Stanton.....	Ridge and Lewis.....	122	24
	Pitt.....	Houston and Rivington.....	20	5
	Sheriff.....	do. do. ....	22	5
	Cannon.....	Houston and do. ....	30	6
	Lewis.....	Houston and Stanton.....	25	8
	Seventeenth....	Broadway and Sixth avenue..	19	17
	Fifth avenue...	Sixteenth and Twentieth....	49	62
	Thirty-ninth...	Tenth and Twelfth aves.....	105	39
	Third avenue...	Thirty-ninth and Forty-fourth	114	36
Sept. 6th to 18th.	Chambers.....	West st. and West Broadway	64	11
	West.....	Reade and Franklin.....	24	6
	Watts.....	Washington and West.....	16	4
	Church.....	Canal and Franklin.....	36	11
	Do. ....	Chambers and Reade.....	23	4
	Christopher....	Bedford and Bleecker.....	13	1
	Bleecker.....	Christopher and Bank.....	90	42
	Greenwich ave..	and Twelfth.....	13	7
	Mulberry.....	Houston and Spring.....	76	47
	Mott.....	Prince and Bleecker.....	21	21
	Greenwich.....	Vandam and Canal.....	46	43
	Hudson.....	Canal and Dominick.....	9	6
	Thirty-fifth....	Madison and Fifth avenue....	9	5
	Thirty-fourth...	do. do. ....	7	11
	Sixth avenue...	Thirty-fifth and Fortieth....	32	54
	Beaver.....	William street and Broadway.	74	30
	Broad.....	Beaver and Stone.....	35	6
	Fourth avenue.	Seventeenth and Twenty-first.	111	66
	Liberty.....	Broadway and Nassau.....	10	4
	Thirty-fourth...	Sixth and Seventh avs.....	59	38
	Thirty-third....	do. do. ....	25	11

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
Sept. 6th to 18th.	Third avenue...	Tenth and Eleventh.....	20	2
	Do. ....	Fourteenth and Eighteenth...	110	27
	Lewis .....	Houston and Rivington.....	69	8
	Stanton .....	Lewis and Mangin.....	114	9
	Goerck .....	Rivington and Houston.....	71	3
	Twenty-first....	Fifth and Sixth avs.....	11	8
	Fifth avenue....	Nineteenth and Twenty-third.	62	74
	Thirty-ninth...	Ninth and Eleventh avs.....	100	70
	Canal .....	Hudson and Laurens.....	88	39
	Fortieth.....	Third and Fourth avs.....	24	6
Sep. 20th to Oct. 2d	Third avenue...	Thirty-seventh and Forty-first	80	41
	Church .....	Leonard and Thomas.....	23	12
	Greenwich .....	Murray and Barclay .....	26	7
	Do. ....	Liberty and Cedar.....	9	5
	Do. ....	Rector and Carlisle.....	13	4
	Thames .....	Washington and Broadway...	10	5
	Bleecker. ....	Eighth avenue and Bank.....	11	4
	Do .....	Hammond and Perry.....	11	6
	Do .....	Christopher and Jones.....	29	31
	Mulberry .....	Spring and Grand.....	34	24
	Essex .....	Division and do.....	46	8
	Hudson .....	Dominick and Clarkson.....	103	20
	Sixth avenue....	Thirty-first and Thirty-sixth..	84	24
	Fourth avenue..	Twenty-eighth and Thirty-sec'd	59	37
	Third avenue....	Twenty-sixth and Thirtieth...	62	16
	Beaver.....	New and Broadway.....	12	3
	Broad.....	Stone and Water.....	32	5
	Water .....	Coenties slip and N. Moore st.	24	3
	Greenwich .....	Cortlandt and Cedar.....	38	3
	Vandewater....	Frankfort and Pearl.....	9	3
	Pearl.....	Ferry and Beekman.....	7	19
	Thirty-third....	Sixth and Ninth avenues.....	76	32
	Seventh avenue.	Thirty-second & Thirty-fourth	18	8
	Third avenue....	Sixteenth and Nineteenth....	133	21
	Stanton.....	Mangin and East river.....	22	4
	Mangin .....	Stanton and Rivington.....	20	5
	Rivington .....	Goerck and Lewis.....	21	8
	Lewis .....	Houston and Eighth.....	45	6
	Rivington .....	Pitt and Lewis.....	57	3
	Twenty-first....	Fifth and Sixth avenues.....	8	7
	Fifth avenue....	Twenty-fourth & Twenty-ninth	72	62
	Thirty-ninth...	Ninth and Tenth avenues....	85	118
	Canal.....	Laight and Broadway.....	106	83
	Rose .....	Pearl and Frankfort.....	53	46
	Duane .....	Rose and William.....	7	3

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
Sep. 20th	Vandewater . . .	Frankfort and Pearl.....	18	3
to Oct. 2d	Pearl . . . . .	Peck slip and Beckman street.	2	9
	Cliff . . . . .	Beekman and Fulton.....	10	2
Oct. 4th	Greenwich.....	Carlisle and Battery place....	50	13
to 16th.	Morris . . . . .	Greenwich and Broadway....	4	2
	Rector . . . . .	Washington and do. ....	5	2
	Washington . . .	Dey and Fulton.....	7	4
	Elm.....	Reade and Worth.....	33	23
	Duane . . . . .	Elm and Broadway.....	3	
	Pearl . . . . .	Centre and do. ....	16	5
	Reade . . . . .	do. do. ....	9	4
	Bleecker . . . . .	Jones street and Cottage place	73	50
	Essex . . . . .	Hester and Rivington.....	82	26
	Clarkson . . . . .	Hudson and Varick . . . . .	47	38
	Hudson . . . . .	Clarkson and Leroy.....	7	4
	Leroy . . . . .	Hudson and Washington.....	24	14
	Sixth avenue... .	Twenty-second and Thirty-first	108	39
	Fourth avenue..	Twenty-third & Twenty-eighth	125	67
	Pearl . . . . .	Beekman and Cedar.....	62	10
	Cedar . . . . .	Pearl and Broadway.....	24	3
	Nassau . . . . .	Cedar and Pine.....	16	2
	William . . . . .	do. do. ....	10	3
	Thirty-second... .	Sixth and Ninth avenues....	72	27
	Third avenue... .	Thirty-fifth and Thirty-eighth.	76	18
	Thirty-sixth . . .	Third and Lexington avenues.	4	9
	Mulberry.....	Chatham and Canal.....	146	61
	Bayard . . . . .	Mott and Baxter.....	26	7
	Worth . . . . .	Baxter and Centre.....	72	10
	Fifth . . . . .	Twenty-eighth and Thirty-sec'd	52	35
	Thirty-first . . .	Fifth avenue and Broadway..	13	12
	Thirty-ninth . . .	Eighth and Tenth avenues....	54	82
	Canal . . . . .	Church st. and West Broadw'y	28	16
	Greenwich.....	Canal and Jay.....	8	6
	Church . . . . .	Worth and Duane.....	4	35
	West . . . . .	Vesey and Barclay.....		
	Chambers.....	Church st. and West Broadw'y	33	26
	Wooster . . . . .	Canal and Grand.....		
	Cliff . . . . .	Beekman and John.....	30	4
	William . . . . .	Pearl and Frankfort.....	12	1
	Duane . . . . .	William and Chatham.....	9	2
	Roosevelt.....	Batavia and do. ....	34	10
	Oak . . . . .	Chestnut and James.....	8	2
	Cherry . . . . .	Roosevelt and New Bowery..	10	
Oct. 18th	Elm.....	Franklin and Walker.....	14	6
to 30th.	Walker . . . . .	Elm street and Cortland alley.	12	6

DATE.	STREET.	BETWEEN.	LOADS SAND.	LOADS STONE.
Oct. 18th to 30th.	Reade .....	Church and Washington.....	26	13
	Crosby.....	Howard and Houston.....	52	23
	Bleecker .....	Cottage place and Macdougall.	18	12
	Varick place...	Houston and Bleecker.....	21	4
	Thompson .....	do. do. ....	5	3
	Macdougall.....	do. do. ....	28	11
	Houston .....	Macdougall and Cottage place.	6	3
	Fourth .....	Broadway and Greene.....	13	8
	Do .....	Eighth av. and Troy.....	7	6
	Essex .....	Delancey and Rivington ....	11	5
	Avenue A.....	Houston and Third sts.....	43	22
	Charlton .....	West and Hudson.....	31	29
	Leroy .....	West and Washington.....	28	33
	Do .....	Hudson and Bedford.....	7	8
	Sixth avenue...	Twenty-first and Twenty-sec'd	1	6
	Twenty-fifth..	Fifth and Sixth avs.....	24	25
	Twenty-sixth...	do. do. ....	25	21
	Twenty-eighth..	Fifth av. and Broadway.....	4	5
	Fourth avenue.	Twenty-seventh & Thirty-sec'd	59	37
	Third avenue...	Twenty-sixth and Thirtieth...	62	16
	Pearl .....	Cedar and Whitehall.....	73	9
	Front .....	Wall and Maiden lane.....	41	5
	Thirty-second...	Sixth and Eighth avenues...	48	19
	Thirty-sixth...	Third and Lexington avs....	12	17
	Third avenue...	Thirty-fifth and Thirty-third..	63	7
	Leonard.....	Baxter and Centre.....	39	7
	Reade .....	Centre and City Hall place...	25	3
	City Hall place.	Reade and Pearl.....	27	3
	Duane .....	City Hall place and Centre st.	3	5
	Park .....	Centre and Baxter.....	25	
	Catharine .....	Front and Hamilton.....	61	20
	Thirty-first....	Fifth avenue and Broadway..	43	36
	Twenty-second	do. Sixth avenue...	9	2
	Fifth avenue...	Thirty-second & Thirty-fourth	18	12
	Thirty-ninth...	Broadway and Eighth av....	64	62
	Wooster.....	Grand and Broome.....	16	6
	Broome.....	Wooster and Greene.....	28	12
	Greene.....	Broome and Canal.....	6	7
	Grand .....	Greene and Laurens.....	4	4
	Mercer.....	Canal and Spring.....	50	39
	E. Twenty-sixth.	Third and Fourth avenues...	77	45
Nov. 1st to 13th.	Crosby.....	Prince and Houston.....	9	4
	Houston .....	Crosby and Broadway.....	17	9
	Eldridge .....	Delancey and Rivington.....	8	5
	Orchard.....	Grand and Broome.....	11	4

DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
Nov. 1st to 13th.	Water.....	Pike and Jefferson.....	26	5
	Fourth.....	Troy and Amos.....	55	36
	Avenue A.....	Third and Seventh streets.....	52	24
	Charlton.....	Greenwich and Macdougall.....	48	37
	Vandam.....	do. do. ....	18	28
	Twenty-seventh.	Broadway and Sixth avs.....	11	11
	Twenty-eighth.	Fifth and Seventh avs.....	60	21
	Third avenue...	Twenty-ninth and Thirtieth.....	10	2
	Thirtieth.....	First and Third avs.....	56	53
	Battery place ..	Broadway and Washington.....	36	4
	Cortlandt.....	Greenwich do. ....	39	7
	Broad.....	Wall and Exchange.....	10	2
	Thirty-sixth....	Seventh and Eighth avs.....	15	7
	Thirty-third....	Tenth and Eleventh avs.....	47	24
	Thirty-sixth....	Third and Lexington avs.....	12	17
	Third avenue....	Thirty third and Thirty-fifth.....	63	7
	Do. ....	Thirtieth and Thirty-third sts.....	67	8
	Do. ....	Thirty-fourth and Thirty-fifth.....	24	
	Catharine.....	Cherry and Henry.....	36	33
	Twenty-third....	Fifth and Sixth avs.....	53	41
	Thirty-ninth....	Sixth and Seventh avs.....	31	52
	Fortieth.....	Eleventh and Twelfth avs.....	14	4
	Mercer.....	Broome and Prince.....	59	45
	Wooster.....	Broome and Spring.....	7	7
	Sullivan.....	Canal and Grand.....	5	8
	E. Twenty-sixth.	Fourth and Fifth avs.....	40	7
	E. Twenty-sev'th	Fifth and Madison avs.....	10	5
	Twenty-first....	Fourth and Lexington avs.....	19	6
	Twenty-seventh.	Fourth and Madison avs.....	17	8
Nov. 15th to 27th.	Rutgers.....	Cherry st. and East Broadw'y	14	4
	E. Broadway...	Rutger and Catharine.....	19	5
	Jackson.....	Grand and Madison.....	6	4
	Division.....	Ludlow and Orchard.....	17	6
	Do. ....	Eldridge and Market.....	10	4
	Fourth.....	Charles and Grove.....	15	18
	Christopher....	Fourth st. and Waverley place	9	
	Barrow.....	Bedford and Hudson.....	34	12
	Bank.....	Washington and Greenwich....	19	2
	Avenue A.....	Tenth and Thirteenth sts.....	114	32
	Charlton.....	Varick and Macdougall.....	6	6
	Hamersley.....	Houston and West.....	30	28
	Division.....	Orchard and Eldridge.....	31	20
	Twenty-eighth..	Fourth and Fifth.....	31	13
	Do. ....	Sixth and Seventh.....	31	15
	Thirtieth.....	Fifth and Seventh avs.....	19	4

DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
Nov.15th to 27th.	Thirtieth .....	First and Second avs.....	21	12
	Thirty-first .....	First and Lexington avs.....	85	39
	Twenty-ninth ..	Second and Third avs.....	11	5
	Broad.....	Water and South.....	32	6
	Front.....	Whitehall and Coenties slip..	20	3
	Bridge.....	do. Broad.....	22	3
	Stone.....	do. do.....	9	1
	Battery place.....	Broadway and Greenwich....	21	3
	Thirty-third.....	Tenth and Eleventh avs.....	60	35
	Third avenue.....	Thirty-first and Thirty-third..	36	3
	Thirty-sixth.....	Second and Third avs.....	22	8
	Thirty-second ..	do. do.....	57	11
	Catharine.....	Henry and Division.....	46	14
	East Broadway..	Catharine st. and Chatham sq.	11	1
	Delancey .....	Bowery and Ludlow.....	44	9
	Ludlow .....	Delancey and Broome.....	12	3
	Twenty-third.....	Sixth and Eighth avs.....	49	48
	Fortieth.....	Tenth and Twelfth avs.....	52	28
	Sullivan.....	Grand and Broome.....	2	2
	Franklin.....	Varick and Hudson.....	15	15
	Vestry.....	Greenwich and Hudson.....	5	7
	Varick.....	Franklin and Canal.....	47	25
	Twenty-seventh.	Madison st. and Third av.....	12	2
	Twenty-eighth..	Fourth and Lexington avs....	20	7
	Twenty-ninth...	Third and Fourth avs.....	40	19
	Thirty-first .....	Fourth and Madison avs.....	14	6
Nov.29th to Dec. 11th.	Division .....	Forsyth and Chrystie.....	28	18
	Bank.....	Washington and Greenwich....	3	5
	Waverly place...	Macdougall and Broadway....	14	10
	Fifth avenue.....	Thirteenth and Sixteenth....	20	14
	Twenty-fifth .....	Sixth and Seventh avs.....	7	5
	Eighth.....	Sixth avenue and Macdougall st	5	5
	Thirteenth.....	Avenues A and C.....	54	16
	Division.....	Chrystie and Bowery.....	20	20
	Twenty-eighth..	Fourth and Seventh avs.....	63	28
	Thirtieth.....	Fifth and Seventh avs.....	19	4
	Twenty-ninth...	Second and Third avs.....	56	19
	Twenty-fourth..	Avenue A. and Second av....	10	1
	Stone .....	Broad and Whitehall.....	22	2
	South.....	do. Coenties slip.....	5	1
	Old slip .....	South and Pearl.....	11	1
	William .....	Pearl and Fulton.....	40	5
	West .....	Dey and Cortlandt.....	3	4

## SCHEDULE No. 21.

## CROSSWALK RETURNS.

DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
Jan. 11th to 23d.	Spring.....	Broadway.....	13	7
	Elizabeth.....	Grand.....		
	Mott.....	Do.....	4	
	Mulberry.....	Do.....	3	2
	Greene.....	Canal.....	10	5
	Wooster.....	Do.....	10	4
	Laurens.....	Do.....	6	2
Jan. 25th to Feb. 6.	Greenwich.....	Barclay.....	12	
	Bowery.....	Hester.....	1	
	Grand.....	Forsyth.....	1	
	Third avenue.....	Sixty-ninth.....		
	Leonard.....	Church.....	17	12
	Broadway.....	Reade.....	10	
Feb. 8 to 20th.	Bowery.....	Houston.....	20	
	Division.....	Forsyth.....	45	23
Mar. 8th to 20th.	Clinton.....	East Broadway.....	11	4
	Third avenue.....	Sixty-first.....		
	Fifteenth.....	University place.....	40	
	Mercer.....	Bleecker place.....	8	5
	Do.....	Amity.....	5	2
	Do.....	Fourth street.....	6	3
Mar. 22d to Apl. 3.	Do.....	East Washington place.....	6	2
	Eighth avenue.....	Seventeenth.....	11	6
	Bowery.....	First street.....	10	
	Do.....	Bleecker.....	22	4
	Sixth.....	Third avenue.....	21	4
	Fifth.....	do.....	25	
Apl. 5th to 17th.	Fourth.....	Bowery.....	23	
	Sixteenth.....	University place.....	40	5
	Seventeenth.....	Fourth avenue.....	30	10
Apl. 19th to May 1st.	Sixteenth.....	do.....	40	5
	Nassau.....	Fulton.....	1	
	South.....	do.....	1	
	Front.....	do.....	2	
	Elizabeth.....	Broome.....	5	2
	Mulberry.....	do.....	10	5
	Avenue C.....	Fifth street.....	3	
	Do.....	Sixth street.....	2	
	Do.....	Seventh street.....	4	
May 3d to 15th.	Bowery.....	Bond street.....	5	3
	Do.....	Third street.....	6	4



DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
May 3d	Bowery .....	Great Jones .....	10	2
15th.	Forsyth .....	Rivington .....	4	2
	Broome .....	Chrystie .....	6	4
	Fifteenth .....	Eighth avenue .....	10	6
	Eighteenth .....	do. ....	14	7
	Fifteenth .....	Fourth avenue .....	11	4
May 17th	Park .....	Little Water street .....	4	2
29th.	Sixteenth .....	Eighth avenue .....	4	3
	Eighteenth .....	do. ....	5	2
	Second avenue ..	First street .....	8	
	Bleecker .....	Bowery .....	6	
	First .....	do. ....	8	
	Fourth avenue ..	bet. Fourteenth & Fifteenth sts.		
	Do .....	Fourteenth street .....		
	Do .....	Thirteenth street .....		
	Sixteenth .....	University place .....	10	4
	Third .....	Bowery .....	4	
	Eighth .....	Avenue C .....	3	
	Thirty-fourth ..	Second avenue .....	10	
May 31st	Houston .....	Bowery .....	6	2
to June	Seventeenth .....	University place .....	10	
11th.	Do .....	Broadway .....	10	
	Union square .....	do. ....	40	
	Thirteenth .....	Fourth avenue .....	10	
	Ninth .....	Avenue C .....	4	
	Tenth .....	do. ....	3	3
	Fourteenth .....	Sixth avenue .....	10	3
	Fourth .....	do. ....	10	4
	Sixth .....	do. ....	5	5
	Beekman .....	Cliff street .....	10	4
June 11th	Twelfth .....	Fourth avenue .....	6	
to June	Seventh .....	do. ....	10	
26th.	Sixth .....	do. ....	5	
	Fifth .....	do. ....	6	
	Spruce .....	Gold street .....	5	
	Ferry .....	do. ....	6	
	Beekman .....	Cliff street .....	10	5
	Front .....	Peck slip .....	10	
	Sixth avenue .....	West Washington place .....	15	5
	Wall .....	Exchange place .....	5	
	Do .....	Opposite Exchange .....	6	
	Twenty-first .....	Grammercy park .....	5	
	Twentieth .....	Lexington avenue .....	5	
	Thirteenth .....	Broadway .....	5	
	Fourth avenue ..	Eighth street .....	20	10

DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
June 28th to July 10th.	Fourth avenue	Eleventh.....	10	
	Do.	Sixteenth.....	10	
	Do.	Seventeenth.....	5	
	Do.	Union square.....	25	
	William.....	Pearl.....	5	3
	Beckman.....	do.....	6	4
	Roosevelt.....	Cherry.....	5	
	First avenue	First.....	6	3
	Do.	Fifth.....	10	4
	Houston.....	Elizabeth.....	6	5
	Do.	Mulberry.....	10	5
	Do.	Crosby.....	6	5
	Fourteenth	Second avenue.....		
	Roosevelt.....	Batavia.....	2	
July 12th to 24th.	James.....	do.....	3	2
	John.....	Nassau.....	5	
	Fulton.....	do.....	4	
	Ann.....	do.....	8	8
	Water.....	Burling slip.....	5	4
	Front.....	do.....	3	2
	First.....	Avenue A.....	6	4
	Second.....	do.....	10	5
	Fourth avenue..	Fifteenth street.....	3	
	Do.	Tenth street.....	5	
	Do.	Ninth street.....	10	
	Do.	Astor place.....	6	10
	Do.	Eighth street.....	10	
	Do.	Ninth street.....	5	10
July 26th to Aug. 7th.	Fourteenth.....	Union square.....	20	
	Broadway.....	do.....	10	
	University place.	do.....	3	4
	Eighth street...	Fourth avenue.....	10	4
	Do.	Second avenue.....	10	6
	Fulton.....	Church street.....	5	4
	Vesey.....	do.....	3	4
	Barclay.....	do.....	5	4
	Greenwich.....	Canal and Renwick.....	10	
	Delancy.....	Essex street.....	6	4
	Do.	Orchard street.....	8	4
	Rivington.....	do.....	10	5
	Fourth avenue..	Seventh street.....		5
	Do.	Sixth street.....		
Aug. 9th to 21st.	Do.	Fourteenth street.....		
	University place.	Twelfth street.....	5	5
	Canal.....	Greenwich street.....	10	

DATE.	STREET.	CORNER OF	LOADS SAND.	LOADS STONE.
Aug. 9th to 21st.	Canal .....	Watts street.....	8	
	Pitt .....	Houston street.....	5	3
	Stanton.....	Attorney street.....	6	4
	Houston .....	do.....	6	5
Aug. 23d to Sept. 4th.	Second avenue..	First street.....	10	5
	First avenue....	Third street.....	10	5
	Second avenue..	Fourth street.....	10	6
	Houston.....	Attorney street.....	8	3
	Fourth.....	West Tenth street.....	6	4
	Do.....	Charles.....	14	8
	Greenwich.....	Christopher.....	50	15
	Fourth.....	Broadway.....	4	3
	Fourteenth.....	Broadway to Union square....	10	
	Greenwich.....	Chambers.....		
Sept. 6th to 18th.	Broadway.....	Fourteenth street.....	10	
	Hammond.....	Hudson street.....	8	3
	Morton.....	do.....	16	11
	Hammersley.....	do.....	5	4
	Perry.....	Bleecker.....	6	
	Christopher.....	do.....	3	2
	Third avenue..	Fifteenth street.....	20	11
	Bank.....	Hudson street.....	5	3
	Perry.....	Fourth street.....	20	10
	Charles.....	Greenwich avenue.....	6	3
	Bank.....	do.....	10	5
	Twelfth.....	do.....	20	
	Troy.....	do.....	6	5
Sept. 20th to Oct. 2d	Stanton.....	Columbia street.....	4	2
	Do.....	Lewis street.....	5	3
	Do.....	Goerck street.....	10	5
	Rivington.....	Mangin street.....	5	3
	Fifth avenue....	Twenty-third street.....	2	
	Jackson.....	Madison street.....	8	5
	Clinton.....	Henry street.....	15	10
	Do.....	Madison street.....	20	15
	Hudson.....	Carmine.....	10	5
	Greene.....	Amity street.....	12	6
	Third avenue..	Eighth street.....		
Oct. 4th to 16th.	Do.....	Eighteenth street.....	10	4
	Do.....	Nineteenth street.....	5	3
	Do.....	Twentieth street.....	4	3
	Do.....	Twenty-first street.....	5	
	Do.....	Seventeenth street.....	6	
	Do.....	Eighth street.....		4
	Greenwich ave..	Thirteenth street.....	15	6

DATE.	STREET.	CORNER OF.	LOADS SAND.	LOADS STONE.
Oct. 4-16.	West.....	Spring street.....	12	6
Oct 18th	Bowery.....	Grand street.....		
to 30th.	Do. ....	Broome street.....	11	
	Bleecker.....	Bank street.....	8	6
	Do. ....	Hammond street.....	4	3
	Sixteenth.....	Seventh avenue.....	10	5
	Charles.....	Waverly place.....	26	9
	Catharine.....	Oak street.....	3	
Nov. 1st	Sixteenth.....	Seventh avenue.....	15	5
to 13th.	Seventeenth.....	do. ....	18	7
	Hamilton.....	Catharine.....	2	
	Madison.....	do. ....	4	
	Henry.....	do. ....	4	
	Houston.....	bet. Broadway and Mercer....	8	
	Maiden lane....	Nassau street.....	6	5
	Nassau.....	Liberty street.....	3	2
	Madison.....	Rutgers street.....	10	5
	Fulton.....	Broadway.....	1	1
Nov. 15th	West Broadway.	Franklin street.....	20	5
to 27th.	Varick.....	do. ....	5	
	Division.....	Canal street.....	4	
	Do. ....	Orchard street.....	10	4
	Do. ....	Pike street.....	10	5
	Do. ....	Allen street.....	10	5
	Do. ....	Eldridge street.....	10	4
	Do. ....	Forsyth street.....	8	4
	Do. ....	Chrystie street.....	10	5
	East Broadway.	Catharine.....	10	6
	Nineteenth.....	bet. Fifth and Sixth avenues .	10	
	W. Seventeenth.	Eighth avenue.....	10	5
	Eighteenth.....	Seventh avenue.....	20	10
	Bayard.....	Division street.....	10	3
	Do. ....	Chrystie street.....	6	5
	Do. ....	Forsyth street.....	20	10
	Whitehall.....	Bridge street.....	4	
	Coenties slip...	Pearl street.....	2	
	Canal.....	West street.....	6	
	Spring.....	do. ....	8	
	West.....	100 feet north of Spring.....	4	5

## SCHEDULE No. 22.

*The following table exhibits the yearly revenue derived from Croton Water, as collected by the Department, from its introduction into the city, in 1842, with the annual increase or decrease thereof.*

TIME.	RECEIPTS.	INCREASE.	DECREASE.
Oct. 5, '42 to May 1, '43	\$32,053 74	.....	—
May 1, '43 to May 1, '44	84,444 68	52,390 94	—
" 1, '44 " 1, '45	117,277 85	32,833 18	—
" 1, '45 " 1, '46	163,900 52	46,622 66	—
" 1, '46 " 1, '47	193,346 24	29,445 72	—
" 1, '47 " 1, '48	219,416 72	26,070 48	—
" 1, '48 " 1, '49	250,081 51	30,664 79	—
" 1, '49 to Dec. 31, '49	259,532 97	* 9,451 46	—
Jan. 1, '50 " 31, '50	458,951 87	† 199,418 90	—
" 1, '51 " 31, '51	458,789 78	.....	\$162 09‡
" 1, '52 " 31, '52	533,965 16	75,175 38	—
" 1, '53 " 31, '53	579,956 30	45,991 14	—
" 1, '54 " 31, '54	608,966 15	29,009 85	—
" 1, '55 " 31, '55	674,736 42	65,770 27	—
" 1, '56 " 31, '56	662,949 57	....	11,786 85
" 1, '57 " 31, '57	697,370 51	34,420 94	—
" 1, '58 " 31, '58	730,207 98	32,837 47	—
Total .....	\$6,725,947 98		

\* Eight months.

† Under the operation of the laws of 1849.

‡ A reduction in the rents, equal to about 10 per cent., was made this year.

## SCHEDULE No. 23.

*The following TABLE exhibits the yearly revenue derived from permits to connect premises with the public sewers, as collected by this department; also, the yearly expenditures for cleaning, repairing and re-building the sewers and their appurtenances.*

TIME.	RECEIPTS.	EXPENDITURES.
Feb. 5, 1846 to Dec. 31, 1846...	\$4,852 50	\$4,404 17
Jan. 1, 1847 to Dec. 31, 1847...	7,470 00	4,753 01
" 1848 to " 1848...	5,585 00	4,673 05
" 1849 to " 1849...	11,759 50	9,936 25
" 1850 to " 1850...	18,977 00	8,118 97
" 1851 to " 1851...	21,835 50	11,230 78
" 1852 to " 1852...	28,132 50	12,554 66
" 1853 to " 1853...	29,353 00	14,262 05
" 1854 to " 1854...	26,247 00	12,402 51
" 1855 to " 1855...	27,251 20	16,179 45
" 1856 to " 1856...	24,122 00	20,765 94
" 1857 to " 1857...	21,425 50	19,827 94
" 1858 to " 1859...	18,561 50	24,418 35
Total.....	\$248,572 20	\$163,527 13

# APPENDIX.

No. 1.

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## CROTON AQUEDUCT DEPARTMENT.

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NEW RESERVOIR.

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### SPECIFICATION

FOR BUILDING GATE-HOUSES AND AQUEDUCT FOR THE NEW  
RESERVOIR, OF HYDRAULIC MASONRY.

Sealed proposals for this work, endorsed "Proposals for Gate-houses, &c., for New Reservoir," will be received at the office of the Croton Aqueduct Department, until 12 o'clock, M., on the 23d day of October, 1858, at which hour the bids will be publicly opened and read, and the award of the contract made.

The time allowed for the completion of the work, is to the first day of October, 1859, and a penalty of fifty dollars per day, as liquidated damages, will be exacted for each day the work may be uncompleted, after the said time has expired, Sundays and holidays only to be excepted.

Persons bidding or estimators are required to state in their bids or proposals, under oath, their names and places of residence; the names of all persons interested with them, and if no other person be so interested, they shall distinctly state the fact; also, that it is made without any connection with any other person making any bid or proposal for the above work; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other

officer of the Corporation, is directly or indirectly interested therein, or in the supplies of work to which it relates, or in any portion of the profits thereof.

Each bid or estimate shall be accompanied by the consent, in writing, of two householders or freeholders of the city of New York, *with their respective places of business or residence*, to the effect that if the contract be awarded to the person or persons making the estimate, they will on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation of the city of New York any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to any higher bidder to whom the contract may be awarded at any subsequent letting; the consent above mentioned shall be accompanied by the oath, in writing, of the persons signing the same, taken before a Judge of any Court of Record in this county, that each is a householder or freeholder in the city of New York, and is worth the amount of the security required for the above work, over and above all his debts, of every nature, and over and above his liabilities as bail, or security, or otherwise; that he has offered himself as surety in good faith, and with an intention to execute the bond required by section 506 of the ordinance organizing the municipal government of the city of New York, and prescribing their powers and duties. The adequacy and sufficiency of the sureties offered to be determined by the Comptroller.

Bidders will state the price in the following proposals for each separate item of the work to be done, by which the bids will be tested. These prices are to cover the expense of furnishing all the necessary materials and labor, and the performance of all the work set forth in the agreement.

The Engineer's estimate of work to be done is as follows:

- A. 9,560 cubic yards of concrete masonry.
- B. 1,343 cubic yards of brick masonry, in arches of more than five feet diameter, supported by centering.
- C. 2,800 cubic yards of all other brick masonry.
- D. 1,370 cubic yards of rubble range masonry.
- E. 2,575 cubic yards of cut range masonry.
- F. 889 cubic yards of dimension cut stone masonry.
- G. 3,061 square feet of cutting of grooves of cut stone masonry.



- H. 437 pounds of wrought iron in clamps and bands.
- I. 82 steps of iron stairway.
- L. 17 feet of hand rail on stone steps and landing.
- M. 384 feet of vitrified stone pipe of fifteen inch diameter.
- N. 68 feet of vitrified stone pipe of six inches diameter.
- O. 80 feet of vitrified stone pipe of two inches diameter.
- P. 2 sky lights.
- Q. 4,330 cubic yards earth excavation.
- R. 4,850 cubic yards rock excavation.
- S. 3,800 cubic yards embankment and filling.

For further information in relation to the work, apply to GEORGE S. GREENE, Engineer in charge of the work, at the office, on Fifth avenue, opposite Eighty-sixth street, where plans and drawings can be seen.

The Croton Aqueduct Board reserve the right to reject all bids, should they deem it to be for the interests of the Corporation of the city of New York to do so.

OFFICE CROTON AQUEDUCT DEPARTMENT, }  
September 27, 1858.

MYNDERT VAN SCHAICK,	} Croton Aqueduct Board.
THEO. R. DE FOREST,	
A. W. CRAVEN,	
<i>President,</i> <i>Asst. Commissioner,</i> <i>Chief Engineer.</i>	

## PROPOSALS

TO THE CROTON AQUEDUCT BOARD,

FOR BUILDING THE GATE-HOUSES AND AQUEDUCT FOR THE NEW RECEIVING  
RESERVOIR, BETWEEN NINETY-FOURTH AND ONE HUNDRED AND FIRST  
STREETS.

Made by \_\_\_\_\_

Dated \_\_\_\_\_

I, \_\_\_\_\_ do hereby declare that  
the only person interested \_\_\_\_\_ in this estimate; and that no other  
person than the persons herein named, has any interest in this estimate,  
or in the contract proposed to be taken.

2. further declare, that this estimate is made without any connection with any other person or persons making an estimate for the same work; and is in all respects fair, and without collusion or fraud.

3. further declare, that no member of the Common Council, head of department, chief of bureau, deputy thereof, or clerk therein, or any other officer of the Corporation of the city of New York is directly or indirectly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof.

4. further declare, that the names of the persons affixed to the consent hereto annexed were written by said persons respectively, and that said persons are householders, or freeholders in the city of New York.

5.                    have carefully examined the annexed specification and form of contract, and the ground on which the work is to be constructed, and the plans of the same, and                    will contract to build the gate-houses, aqueduct, and their appurtenances, of the dimensions, in the manner and on the conditions required by the specifications annexed, upon the following terms, viz:

(A.) For all concrete masonry, and for all work to be measured and estimated as such, according to the specifications, and for all materials excepting as herein specified, and all labor therefor, to be measured in the work cents per cubic yard.



(O.) For vitrified glazed stone pipe, of two inches interior diameter set in the masonry, and for all materials and labor therefor, for each foot of pipe

cents per running foot.

(P.) For each skylight complete, and for all materials and labor therefor, \_\_\_\_\_ cents for each skylight.

(Q.) For all excavation of earth from the aqueduct trench, including all material to be excavated, excepting solid rock which requires blasting, and boulders of the content of more than half a cubic yard, and placing the same in spoil bank, according to the specifications, and for all labor therefor

(R.) For all excavation of solid rock which requires blasting, and of boulders of the content of more than half a cubic yard, and for all labor therefor,                      cents per cubic yard.

(S.) For all embankment and filling in and around the aqueduct west of Eighth avenue, taking the earth from the spoil banks, and for all labor therefor, to be measured in embankments, cents per cubic yard.

(T.) For hauling earth from the spoil banks near the New Reservoir for embankment, west of the Eighth avenue, according to the specifications, in addition to the price paid for embankment, and for each yard hauled one hundred feet, the quantity of earth to be measured in the filling or embankment, half a cent per yard.

And will further contract to commence the said work at such times as shall be designated by the Croton Aqueduct Board, and complete the same on the first day of October, 1859, and to authorize the said Board to deduct from the moneys which may become due to under the contract for the above work, the sum of fifty dollars for each day the same may be unfinished after the time above stipulated shall have expired.

Signed,

CITY AND COUNTY OF NEW YORK, ss:

being duly sworn, say, that the several matters stated in the annexed proposals are, in all respects, true.

Sworn and subscribed to, this  
day of                      A. D., 185  
before me,

*Commissioner of Deeds.*

IN CONSIDERATION of the premises, and of one dollar to us and each of us in hand paid, by the Mayor, Aldermen and Commonalty of the city of New York, the receipt whereof is hereby acknowledged,

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made, be awarded to the person or persons making the same, we will become bound as sureties for its faithful performance; and if the said person or persons shall omit or refuse to execute such contract, if so awarded, we will pay without proof of notice or demand, to the said Mayor, Aldermen and Commonalty, any difference between the sum to which such person or persons would have been entitled upon the completion of such contract, and the sum which the Corporation may be obliged to pay to the person to whom the contract shall be awarded; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested.

In witness whereof, we have hereunto set our hands, this  
day of    one thousand eight  
hundred and fifty-

CITY AND COUNTY OF NEW YORK, ss:

The above-named \_\_\_\_\_ being sworn, says, that he is a householder or freeholder in the city of New York, and is worth the sum of fifty thousand dollars over and above his debts of every nature, and over and above his liabilities as bail, or security, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by section 506 of the ordinance organizing the departments of the municipal government of the city of New York, prescribing their powers and duties.

Sworn and subscribed to, before me, this  
day of \_\_\_\_\_ A. D., 185

CITY AND COUNTY OF NEW YORK, ss:

The above-named being sworn, says, that he is a householder or freeholder in the city of New York, and is worth the sum of fifty thousand dollars over and above his debts of every nature, and over and above his liabilities as bail, or security, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a surety in good faith, and with an intention to execute the bond required by section 506 of the ordinance organizing the departments of the municipal government of the city of New York, and prescribing their powers and duties.

Sworn and subscribed to, before me, this  
day of \_\_\_\_\_ A. D., 185

CONTRACT AND SPECIFICATION  
FOR THE  
MASONRY OF THE GATE-HOUSES, AQUEDUCT AND THEIR ACCESSORIES,  
OF THE  
NEW RESERVOIR AT YORKHILL.

---

**This Agreement,** made and concluded this                      day of  
   in the year one thousand eight hundred and fifty-eight, by  
and between the Mayor, Aldermen and Commonalty of the city of New  
York, by the Croton Aqueduct Board, of the first part, and  
of  
contractor of the second part:

WITNESSETH, That the said party of the second part ha    agreed, and  
by these presents do agree with the said parties of the first part, for the  
consideration hereinafter mentioned and contained, and under the penalty  
expressed in a bond, bearing even date with these presents, and hereunto  
annexed, to furnish at                      own proper cost and expense all the neces-  
sary materials not furnished them from the reservoir ground belonging  
to or in charge of the Croton Aqueduct Department, in the manner  
herein specified, and to furnish all labor, and to prepare for, and build  
good, firm and substantial gate-houses, aqueduct and their appurten-  
ances, of the dimensions, in the manner and under the conditions  
hereinafter specified, and ha                      further agreed, that the said Board  
shall be, and are hereby authorized to appoint, from time to time,  
such civil engineer and assistants and inspectors under him, as they may  
deem proper, to inspect the materials to be furnished, and the work to  
be done under this agreement; and to see that the same strictly corre-  
pond with the specifications hereinafter set forth.

To prevent all disputes and litigation, it is further agreed, by and between the parties to this contract, that said engineer shall in all cases, determine the amount or the quantity of the several kinds of work which are to be paid for under this contract; and he shall determine all questions in relation to lines, levels and dimensions of work; and he shall in all cases, decide every question which may arise relative to the execution of this contract on the part of said contractors; and his estimate and decision shall be final and conclusive.

*And it is further agreed* by the parties to this agreement, that whenever the engineer aforesaid shall be unable to act in consequence of absence or other cause, then the principal assistant employed under him, when required by the Croton Aqueduct Board, shall perform all the duties, and is vested with all the power herein given to said engineer.

#### SPECIFICATIONS.

1. The gate-houses are to be built in the outer reservoir bank, and at the ends of the central bank of the new reservoir, situated in the Central Park in the city of New York, between Eighty-fifth and Ninety-seventh streets, and the aqueduct will extend from the reservoir bank, near station 53½, through the Central Park and Ninety-second street to such point, about fifty feet east of the existing aqueduct, as the engineer may designate, according to the plans on file in the office of the Croton Aqueduct Department, subject to such modifications as may be made by the engineer, acting under the directions of the Aqueduct Board.

2. All work shall, during its progress and on its completion, conform to the lines and levels which may, from time to time, be given by the engineer and his assistants; and all angles and faces on the work, shall be dressed true and even, according to the lines and levels given as the work progresses.

3. The work required is to excavate the aqueduct trench west of the Eighth avenue, and to prepare the ground for the foundations, and to build the north and south gate-houses, pipe vaults, and connecting aqueduct, and their accessories, of the New Reservoir, and to make the filling or embankment west of the Eighth avenue, and to furnish all materials, excepting as is herein otherwise specially provided for, and all labor, tools, implements, and whatever may be required by the plans and specifications, or by any changes in the plans as provided for in this contract.



4. (a) The aqueduct trench will be excavated from the east side of the Eighth avenue, to a point, about fifty feet east of the existing aqueduct, near the Ninth avenue.

The excavation will be in earth and rock.

(b) The earth will be excavated to the rock with the width of the rock cutting, and with slopes of one and a half base to one vertical, the earth being placed in spoil bank in such manner and form as the engineer may direct.

(c) The rock will be excavated to the width of not less than nine feet, with vertical sides. In measurements for rock excavation and for concrete masonry, which will fill the space of the excavation in rock on the sides of the aqueduct, the width of ten feet will be allowed as compensation for the necessary irregularities in the rock cutting, and six inches will be allowed on the bottom of the excavation, beyond the required cutting in like manner. All loose rock will be removed from the excavation, unless otherwise directed by the engineer.

5. (a) When that portion of the aqueduct west of the Eighth avenue shall be prepared for covering, all the space around and over the masonry will be filled in with earth, and such portion of the rock excavated as the engineer may deem suitable therefor; the material will be spread in layers of not more than six inches in thickness, and will be rammed or rolled to such an extent as the engineer may direct, with rollers or rammers like those used in the construction of the New Reservoir.

(b) The embankment and filling will be four feet above the masonry of the aqueduct, and will be eight feet wide on top, with sides slopes of one and a half base to one vertical.

(c) Should there be a deficiency of earth for the embankment, earth for that purpose will be taken from such spoil banks near the New Reservoir, and hauled on such route as the engineer may designate; the contractor will be paid half a cent per cubic yard for each 100 feet of distance hauled, in addition to the price paid for embankment; the earth to be measured in embankment. The embankment will be raised to the height of the grade of Ninety-second street if required.

(d) All rock or earth not used in embankment, will be removed from the ground by the contractor, unless otherwise directed by the engineer.

6. All blasting will be conducted in conformity with the ordinance of the city of New York, directing the manner of blasting and the precautions to be taken below or south of Eighty-sixth street.

## SOUTH GATE-HOUSE.

7. (a) The south-gate house will be located at the end of the centre bank, near Eighty-sixth street. It will be eighty-three feet long, forty feet wide, and forty-two feet high above the floor of the pavement of the back bays.

(b) There will be two divisions, connecting with the east and west divisions of the reservoir, each subdivided into fore and back bays.

(c) The fore bays will be separated by a wall fifteen feet wide, and the back bays by a wall nine feet wide.

(d) The back and fore bays will be separated by the gate wall, six feet wide, in which will be situated the service gates.

(e) Four buttresses each four feet wide, will extend across the back bays from the gate walls to the rear walls. These buttresses will be sixteen feet six inches high, and supported on arches.

(f) An arched passage-way, nine feet wide and five feet high on the sides, will connect the back bays; a counter arch will be built under this passage-way. The sides and bottom of the entrances will be lined with granite.

(g) In the fore bays there will be four partitions of granite, each two feet wide, extending across the fore bays, from one foot below the pavement to the top of the coping, these partitions will be braced by granite beams one foot square, inserted six inches into the walls.

(h) There will be two sets of grooves cut in the partitions and side-walls of all the divisions of the fore bays.

(i) A set of granite sills will be placed in the pavement at each of the two sets of grooves in each division, and on the outside of the fore bays.

(j) The outer side of the fore bays will be closed by a wall commencing about eighteen feet above the paving. It will be supported by stone arches of sixty degrees, and of seven feet radius; the inside of this wall will be faced with a vertical brick arch one foot thick. The outside wall will be connected with the brick wall by headers over the crown of the arch, and over each pier and abutment, in each third course. The outer face wall will be of cut range masonry, one foot thick, exclusive of the headers; the headers will be smooth-hammer-dressed where they extend through the brick wall.

(k) There will be six lower gates, two feet six inches by five feet, and two upper gates two feet by five feet in each division. All the gate passages will be lined with granite, of the dimensions hereinafter stated.

(l) There shall be two waste pipes, three feet diameter; six draw-off or service pipes of four feet diameter; each pipe will have a square opening lined with granite for the water passages, and a granite mouth-piece with a curved bell-shaped opening; with a well extending from the floor of the water-passages to the top of the gate-house.

(m) The wells for the waste-pipes will have grooves for the gates cut on the sides throughout their height.

(n) In the centre wall there will be a circular waste well, three feet in diameter, beveled at the top to four feet; the lower part of the well where the waste culvert enters, will be, on one side, right-lined. The top of the well will be nine feet below the floor or coping of the gate-house, and the well will be forty-one feet in height.

(o) A waste weir will be constructed in the wall between the fore bays; it will be eight feet high by six feet wide, and eleven feet six inches long, extending over the waste well.

(p) There will be an opening or well from the waste passage through the coping, two feet six inches by six feet, with grooves on both sides of the waste weir for the flush boards.

(q) There will also be a circular opening over the waste well two feet in diameter.

(r) In all the openings, in the coping, of the pipe-wells and entrances to waste weir and waste well, a recess will be cut to receive a cover or grate.

(s) From the lower part of the waste well, there will be a circular waste culvert of four feet interior diameter, connecting with the culvert or sewer now built.

(t) There will also be a drain of vitrified stone pipe, of six inches interior diameter, with curved elbows, extending from the middle of each of the back bays, to the four feet culvert, with a vertical opening, through a granite block placed in the floor.

(v) Over each of the service-pipes there will be a brick arch which will be filled in with brick work or concrete, after the pipes are laid.

(w) There will be a waste way in the central bank adjacent to the gate-house, six feet wide, two feet deep below the top of the centre bank, with two sets of grooves for flush boards.

(x) The top of all the walls and the space over the waste weir and stair way, will be covered by cut granite coping; that over the walls will be nine inches thick, that over the waste weir will be one foot thick, and that over the stairway will be one foot six inches thick.

(y) All the area of the gate-house not covered with granite, will be paved with brick eight inches deep in two courses. In the central partition, there will be a stair-way with stone steps three feet wide from the coping of the gate-house to the well and stair-way leading to the pipe-vault.

#### NORTH GATE-HOUSE.

8. (a) The north gate-house will be located at the north end of the central bank.

(b) It will be seventy-two feet long, forty feet wide, and above the floor of the pavement of the back bays forty-two feet high, with a projection containing the induction gates, twenty-seven by twenty-two feet.

(c) The divisions and arrangements will be similar to those of the south gate-house, so far as relates to distribution and waste-pipes, pipe vaults and communications.

(d) There will be eight lower and four upper gates; two-waste-pipes, and four distribution or service-pipes, of three feet diameter.

(e) The partition between the fore bays will be twenty-two feet wide, and that between the back bays eighteen feet wide. The aqueduct will be built on the north side of the gate-house, and carried through the aforesaid partition to the induction gate chamber.

(f) The induction gate chamber will be twenty-two feet long, eleven feet wide, and thirteen feet deep. The outer walls will be five and a half feet wide.

(g) There will be five gates, five by three feet on each side, communicating with the two divisions of the Reservoir.

(h) From the south end of this gate-chamber there will be a waste weir five feet wide, connecting with a semi-circular waste-well on the south side of the gate-house.

(i) This well will connect with a culvert of four feet interior diameter thirty-four feet long; this last culvert connects with another waste-well four feet square, placed in the centre wall of the gate-house, descending four feet below the level of a culvert placed below the floor of the passage between the back bays, of four feet interior diameter.

(j) This last-named culvert will extend to the waste-drain to be built from the north gate-house.

(k) There will be a waste-gate from the aqueduct to the waste-well, which is placed in the middle partition.

(l) There will be openings in the coping over the aqueduct, and over

the flush boards of the waste-weir; otherwise than herein described, the north gate-house will be arranged and built like the south gate-house.

9. (a) The canals leading from the reservoir basins to the fore bays will be lined with support walls; these walls will extend to the height of the paving on the slopes of the reservoir banks.

(b) The coping will be three feet wide and nine inches thick, the faces of the wall will have a slope of two inches base to one foot vertical, the thickness of the walls will vary according to the height of the banks which they are to support.

(c) Where these walls join the gate-house they will be built up with and in connection with the walls of the gate-house.

(d) The face and support walls of the canals leading from the Reservoir basins to the north gate-house in rock cutting, will be of such extent and of such thickness as the engineer may direct.

10. (a) On the outer sides of the gate-houses there will be pipe vaults, the interior of which will be of the length of the gate-house, and twelve feet wide, with side walls eleven feet high, covered with a semi-circular arch.

(b) From the pipe-vault there will be arches over the pipes to the wall of the gate-houses, and on the other side over the pipes to the foot of the slopes of the outer banks, or to such extent as the engineer may direct.

11. (a) An arched vault will form the entrance to the pipe vaults, with a flight of spiral stone and iron steps, placed in a well of twelve feet interior diameter, tapered at top to eight feet diameter, extending from the top of the arch to the top of the bank, where it will be covered with a sky-light.

(b) There will be two bands of iron three inches wide, and one-eighth of an inch thick, placed in the masonry around the well, made of the best American wrought iron.

(c) The iron stairway will connect with a flight of stone steps leading from the gate-house.

(d) The steps of the stairway will be of cast iron, inserted three and a half inches in the wall; they will be at the ends, thirteen inches, and seven and three-quarter inches wide, and thirty-five inches long, exclusive of projections to receive the bolts; the rims will be one inch square, the tread open, of lozenge work, half an inch thick, cut in small pyramids on the top.

(e) The hand-railing will be of gas-pipe, two inches diameter, three-sixteenths of an inch thick, supported by posts at each step, of one and a quarter inch diameter at bottom, and three-quarters of an inch at top, of wrought iron, passing through the gas-pipe by drilled holes, five-eighths of an inch in diameter, having square shoulders to support the railing and the beveled washer, and riveted on the upper side. Each post will go through two steps, a rim or shoulder will be welded on the posts above the upper step to support it, and there will be a screw and nut on the lower side to connect the work. There will be a cast iron pillar between the steps through which the post will pass. The posts will also pass through curved braces of wrought iron thirteen inches, by two and a half by one quarter of an inch, at each step, forming a truss, the holes in the steps and braces will be bored so as to fit the posts, (which must be turned) with not more than one thirty-second part of an inch space.

(g) On the stone steps and landing, the hand-railing will be of the same form, with the posts inserted four inches in the stone, and sealed with sulphur. The couplings of the hand rail will be of wrought iron, of the usual form, projecting not more than one-quarter of an inch from the surface of the rail, with rounded corners.

(h) Detail drawings will show the precise form of the details of the sky-light, and of the stairway, and the quantities of material.

(i) The sky-lights will be formed of an iron frame, of the best cast iron used for such purposes, glazed with the best American plate glass, one inch thick, equal to the specimen at the engineer's office.

(j) The iron frame will be connected to the iron coping by a wrought iron hinge with copper bolt, and it will be furnished with a ring on the side for raising it. The glass will be set with mastic or cement as may be directed by the engineer. The hinge will be bolted to the stone work by three wrought iron bolts, passing through eighteen inches of stone.

(k) The steps of the stairway will be of the best cast iron used for such work; the braces, hand-railing, posts and nuts of the railing and other wrought iron will be of the best American wrought iron, to be subjected to such inspection tests as the engineer may direct.

(l) The iron-work will be of the weight required by the dimensions of the drawings, estimating cast iron at twenty-six-one hundredths of a pound per cubic inch, and wrought iron at two hundred and eighty-one one-thousandths of a pound per cubic inch.

(m) All iron work when finished, will be submitted to the engineer for inspection, after being cleaned, and before being put together, and before being painted.

(n) Ten days will be given the engineer to make the inspection after notice shall have been given him that the whole of the iron work is ready for inspection.

(o) The contractor will furnish means for accurately weighing and testing all iron-work; any injury to articles which do not stand the test required by the engineer, will be borne by the contractor; any straightening or restoring of iron-work bent or injured in testing, which stands the test, will be borne by the party of the first part of this contract, and be paid for on the estimate of the engineer. All of the iron-work will be painted with two coats of paint of such color and composition as the engineer may direct.

(p) The skylight frames will be subjected to the changes of the weather, under the direction of the engineer, for at least three months before they will be accepted, and before the final payment will be made.

12. (a) From the waste-pipes there will be culverts four feet interior diameter, connecting with the waste-drains or carried to such extent as the engineer may direct.

(b) In the pipe vault there will be a drain under the service pipes, from the centre drain, which will be two feet square, with circular openings in the covering of the drain at each pipe, for the insertion of a blow-off-pipe, connected with the service pipes.

(c) The floor and coping of this drain will be of blue stone, four inches thick, and three and a half feet wide, the stones to be not less than four feet long, which will be estimated as cut-range masonry.

(d) There will be a manhole two feet square in each of the four feet drains in the pipe-vault with granite coping, connected by clamps, of one-inch square iron, covered with blue stone slate, two inches thick and three feet square; these covers will be estimated as cut-range masonry.

(e) Drain holes four inches square will be made in the drains in the pipe-vault.

(f) Four air pipes of fifteen inches interior diameter, will be placed in the walls of each gate-house and pipe-vault for ventilation, extending from the pipe-vaults to the top of the gate-houses by holes in the coping.

(g) Drain pipe of two inches interior diameter, will extend from the spandrels of the interior arches to the square culverts.

(h) All air and drain pipe will be of the best quality of glazed vitrified stone pipe, equal to the specimens at the engineer's office; they will be laid in the masonry and the joints filled with mortar.

13. Grooves will be cut at all gate openings and waste weirs, on the bottom and sides, and in the partitions of the fore bays to double the height of the gate frames, to receive the frames of the metallic gates and other fixtures.

#### AQUEDUCT.

14. (a) The aqueduct will be built from the reservoir bank in the Central Park, and in Ninety-second street to a point about fifty feet east of the existing aqueduct.

(b) The aqueduct will be six feet nine inches wide at bottom, with straight sides four feet high, and seven feet five inches apart at top; the bottom to be an inverted arch, with a versed sine of nine inches, the top will be a semi-circular arch of three feet eight and a half inches radius.

(c) The inner side walls and inverted arch will be eight inches thick. Where the foundation is on rock the space excavated will be filled with concrete to the form of the extrados of the inverted arch. The covering arch will be twelve inches thick, which will be covered with concrete two and a half feet thick at the crown.

(d) The arches and inner walls will be of brick masonry. Where the rock does not extend to the top of the masonry, the outside of the walls will be thirteen feet five inches apart, of brick masonry, carried to the height of two and a half feet above the springing line of the top arch. Above the springing line of the top arch the walls will be two feet thick; the spandrels will be filled with concrete.

(e) The aqueduct will be enlarged in the gate-honse, in passing to the upper level, and to connect with the waste gate.

#### FOUNDATIONS.

15. (a) The foundations will be made at such depths and to such extent as the engineer may direct, the excavations for the foundations east of the Eighth avenue, will be made by the Croton Aqueduct Board, or by parties acting under their direction.

16. (a) All cleaning of the rock, or of concrete where it may have been previously laid, or earth, or ramming of the earth, or keeping the pits or work free from water will be done by the contractor for the masonry. No allowance will be made for any work in preparing the rock, or concrete, or earth for receiving the masonry, or raising water, otherwise than what is included in the price paid for masonry.

17. (a) The foundations will be made with concrete.



(b) When on rock or concrete, the surface will be thoroughly cleaned of all foreign matter, and of all loose or shaken rock, and thoroughly washed and brushed, on which will be laid the concrete, the rock being thoroughly wet.

(c) When the foundation is on earth the surface will be cleared of any soft or other loose material which the engineer may not deem suitable for the foundation, and the earth thoroughly rammed.

(d) On the beds thus prepared, the concrete will be laid, the surface being previously moistened.

(e) The foundation may, previously to the commencement of the masonry, under this contract, be raised to such height as the engineer may direct.

(f) The work will at all times be kept free from water by the contractor.

#### MATERIALS.

18. All masonry will be made of the best quality fresh burnt Rosendale or Newark cement.

19. Each barrel of cement after it is delivered on the work, shall be inspected, and it shall not be used until approved of by the engineer.

20. (a) All sand used in the work will be sharp silicious sand, entirely free from loam, dust, mica or other foreign matter, and will be screened to such size as the engineer may require.

(b) The sand will be washed should the engineer require it.

21. (a) Broken stone for concrete, will be broken to pass through a circular two-inch ring by its largest dimensions, mixed with the smaller stone resulting from breaking, not less than one quarter of an inch in their smallest dimensions.

(b) It will be entirely free from dust, fine sand or any foreign matter.

(c) The faces of all the stones to be made clean and free from earth.

(d) The stone will be hard, and not soft or crumbling on its surface. Friable mica-slate, gneiss or sand-stone will not be used. Mica-slate and gneiss will only be used when specially authorized by the engineer.

(e) The stone will be washed if necessary to make it clean.

22. (a) All brick will be weather brick of uniform texture, hard-burnt entirely through, free from cracks, lime or other impurities which will affect them in water, not vitrified, with straight and even surfaces, and

square angles, uniform in size, of the usual dimensions of eight-inch brick, not less than seven and-five eighths inches long, and in all respects suitable for the best quality of draulic masonry. Bats or broken bricks will only be used to break joints.

23. All brick are to be culled as they are brought to the ground, and are to be subject to the inspection, and if not approved of, to the rejection of the engineer; and the contractor will at any time, when requested, place at the disposal of the engineer so many men as may be required to overhawl and examine the bricks, and any rejected bricks are to be immediately removed from the ground by the contractor. Such men are to be at the expense of the contractor.

24. Stone for rubble range masonry will be of granite or gneiss, of hard, firm texture, free from iron or seams of mica.

25. Stone for cut range masonry will be of granite, perfectly sound, free from iron rust, and of uniform appearance and texture, and equal in all respects to specimen No. 4, in the Engineer's office.

26. Granite for dimension cut-stone masonry will be of Eastern granite, of uniform grain, and texture, and appearance, equal in all respects to the specimen of granite exhibited at the Engineer's office, marked No. 1.

27. The mortar will be composed of two parts of sand, and one of cement; the materials will be mixed dry, and tempered with such quantity of clean fresh water, as the engineer may, from time to time, require. No mortar will be used after having been made more than two hours, nor after having set.

#### MASONRY.

28. (a) All masonry will be hydraulic masonry, of the best quality.

(b) Concrete will be used for foundations and for floors of pipe vaults, and for the interior walls, to a certain extent, and for the covering of the aqueduct.

(c) Brick masonry will be used for face walls, and partially for the body of walls, and for arches, excepting the arches over entrance to fore bay, and entrance of culverts into waste wells.

(d) Range rubble masonry will be used for the back of the support walls of the canals, and for walls of gate-houses covered by embankment.

(e) Range cut masonry will be used for the face walls of the canals, and partially for the outside walls of the gate-houses and waste-pipe wells and waste weirs, and the side walls of the fore bays.

(f) Dimension cut stone masonry will be used for entrance to pipes, gate passages, partitions, in fore bays, braces, sills, waste weirs, coping, &c., according to bills furnished. No work will be estimated as cut-stone masonry, which is not specified in the bill of dimension stone.

29. (a) Concrete will be formed of broken stone as herein described, mixed with cement mortar, in such proportions as the engineer may, from time to time, direct; the mortar will cover every part of the stone, and be not more than ten per cent. in excess above the void space of the broken stone.

(b) The whole to be thoroughly mixed and used immediately after mixing, the stone being wet immediately before being mixed.

(c) The concrete will be laid in beds of six inches, which will be varied by the engineer whenever necessary to bring the surface to any required, level. Each bed will be rammed to such extent as the engineer may direct, so as to consolidate the concrete, and to bring the mortar to the surface.

(d) Whenever the space occupied by concrete is sufficiently large, the engineer will, at his discretion, allow larger stones of the kind used for range rubble masonry, to be inserted in the concrete; each stone to be well bedded in and covered with mortar, and well packed with concrete, all of which will be measured for and estimated as concrete.

(e) Wherever concrete comes in contact with other masonry, the surface against which it is to be placed will be covered with a coating of mortar well compacted, immediately before laying the concrete, which will be measured and estimated as concrete. Where the concrete is to form part of the walls, the masonry will not be carried more than one foot or one course of stone in advance of the concrete.

(f) The surface of concrete, as soon as formed, will be covered with boards or canvass to prevent injury.

(g) The sides of the concrete, whenever it may be required, will be supported by boards or forms.

30. (a) All brick will be thoroughly wet by immersion, immediately before being laid, unless otherwise ordered by the engineer.

(b) All brick will be laid in full mortar joints on the bottom, sides and ends, which will be done by one operation, by pressing the brick into the mortar.

(c) Filling in a joint after a brick is laid, will in no instance be allowed.

(d) All brick work will be lined at least in every second course, and the whole width of any brick wall will be carried up together, course by course, and bonded in such manner as the engineer may direct.

(e) All joints, excepting on the lower sides of arches, supported on centering, will be struck as the work proceeds. Whenever the brick work connects with the stone work, excepting concrete, the stone work will be built in advance of the brick work.

31. (a) Range rubble masonry will be constructed of stones not less than ten inches in thickness, nor less than two and a half feet in depth; they will be cut and pointed to a true and even surface on their beds to the full size of the stones, and the builds cut so as to make a joint not more than three-quarters of an inch, for a distance of one foot from the face.

(b) The angles of the face with the beds and builds will be distinctly cut. In each three feet in height and at distances of not less than six feet, headers will be inserted not less than one foot and a half wide, one foot high, and four feet long.

(c) The face of the stones may not be trimmed off, but the alignment of the face will be preserved at the joints.

(d) In measuring this work, two and a half feet from the lines of the face will be estimated as range rubble work; all beyond the two and a half feet will be estimated as concrete. No projections beyond the lines of the face will be measured.

(e) The natural beds of all stones will be laid horizontal.

32. (a) Range cut masonry will be constructed of courses of eight to sixteen inches in height, and beds alternately two feet and three feet deep and of lengths averaging three feet and not less than two feet. In each alternate course, at distances of not more than six feet, or the space occupied by two stretchers apart, there will be headers not less than five feet long, and of the full dimensions of the face of the stone for the entire length.

(b) All stones in the same course will be of the same height.

(c) Each stone will be cut on its lower bed to the full size of the stone; no part of any stone will project over its lower bed excepting on the face.

(d) All stones shall be of the dimensions in height and breadth of the face, to the depth of one and a half feet from the face, and for the re-

mainder of the depth they may diminish in height, provided that no part of any stone shall be less than six inches in height, and the depth of the base of each stone shall be that required for the course in which it is placed.

(e) The joints on beds and builds shall not exceed three-eighths of an in thickness to the depth of one and a half feet.

(f) The joints on builds beyond one and a half feet from the face of the wall may be three-quarters of an inch.

(g) On the face and beds and builds of each stone, an arris will be cut one inch wide on the face, and two inches wide on bed and builds, forming a sharp and well defined angle; like specimen No. 4, in the Engineer's office.

(h) The surface on the face shall not project more than three inches beyond the arris.

(i) On the face of the wall of the entrance of the pipes, and of the waste pipe wells, and of the fore bays and of the waste weirs and waste wells of the gate-houses, the face of the stone will be pointed off to an even surface, projecting not more than half an inch between the arris.]

(j) On the beds and builds the surface will be pointed off to a true and even surface, similar to specimen No. 2, in the Engineer's office.

(k) In measuring this work, two and a half feet will be allowed, together with the headers extending beyond that distance, and estimated as range cut masonry; all beyond the two and a half from the arris in the face, will be estimated as concrete.

(l) No projections on the face of the wall beyond the arris will be measured.

(m) The circular walls of the waste wells will be formed of courses alternately one and a half and two and a half feet deep, with beds to the depth of one and a half feet, and vertical joints of one foot. Two feet in depth will be allowed in the measurement of this wall.

(n) One foot in thickness will be allowed in measuring the face wall over the fore bays, together with the headers.

(o) The cut range masonry of the walls between the wells of the waste pipes and the fore bays and to one foot beyond the sides of the wells, will be constructed of stones, passing entirely through the walls in each alternate course and in intermediate courses of two stones, one and a half feet wide dressed to the full dimensions of the wall. And where the walls are two feet thick, the stones of every course will extend entirely through the walls and be dressed on both sides. No vertical joints will

be made on the face of the wells, nor for six inches on either side. These portions of the wall will be estimated to the actual dimensions of the work. Where the walls are less than five feet thick, and faced on both sides with stone range masonry, the measurements will be only to the actual quantity of masonry. In measuring face walls around angles and curves, the measurements will be made on the middle line of the width on which the estimate is to be made.

33. (a) Dimension cut stone masonry will be constructed of dimension stone, as before specified. The stones will be cut to precise dimensions, which will be furnished for each stone.

(b) All beds and builds to be cut to a smooth surface to the depth of two inches, on the edges next to the faces of the stones, and an arris one inch wide in the same manner on the faces. Between the arris on the faces, the surface will be pointed off to an even surface, so as not to project more than half an inch beyond the surface of the arris. Like specimen No. 2, in the Engineer's office.

(c) On beds and builds the surface will be pointed off to a true and even surface.

(d) On the vertical sides and tops of stone adjacent to brick work or concrete, the surface will be cut only to the distance of eight inches from the outside face of the brick wall.

(e) On the outer sides of the gate openings, openings for pipes and the openings of the passage between the back bays, the granite will be fine cut for the distance of four inches from the edge. Like specimen No. 3, in the Engineer's office.

(f) All this dimension cut stone work will be laid with a joint of one quarter of an inch, and the mortar in all seams between stones will be scraped out to the depth of two inches, and after the mortar has sufficiently set, caulked with mortar made of cement, and powdered silicious sand.

(g) In measuring dimension cut stone masonry, the rectangular shape of the stones will be estimated with the dimensions required for the plan together with the joints; any projections within the walls beyond these lines will be estimated as concrete.

(h) The surface of the coping for the gate-houses and canal walls will be cut like specimen No. 1, in the Engineer's office.

34. (a) The grooves in the walls of the wells of the waste pipes, and all the grooves in the fore bays and waste weirs will be fine cut.

(b) The mouth-pieces for all the pipes will be fine cut on curved faces,

and for the waste pipes on the outer vertical faces also. The mouth-pieces will be cut so as to fit the cast iron pipes which will be inserted in the stone two inches.

35. (a) Whenever the engineer may deem it necessary, forms will be set by the contractors to guide the alignment of the masonry.

(b) The stones in the partitions of the fore bays will be connected, by wrought iron clamps inserted in the stone, and sealed and covered with cement.

(c) The clamps will be two inches square, of the best American wrought iron, capable of being bent cold to an angle of forty-five degrees, without cracking, on a two-inch circle.

(d) Clamps will be delivered at least ten days before being required for use, to allow time for inspection.

36. (a) All stones will be lowered to their places, by being suspended from cranes or derricks being supported parallel to their beds by hooks or lewis.

(b) All stone for dimension cut stone masonry will be lowered to their places before the mortar is placed, to see if they fit, and then raised to receive the mortar. No levers or bars will be used in moving them on their places.

(c) Stone or other materials will not be placed on the masonry already built.

(d) The practice of raising one side of the stone to place mortar under it, will not be allowed.

(e) All the materials will be laid in full mortar joints, and all stone will be set with wooden rammers or mallets, when required.

(f) Wherever brick work is to come in contact with earth, it will be covered with a coating of cement mortar three-eighths of an inch thick, well compacted, which will be measured and paid for as brick work.

(g) All masonry will be covered with canvas, wetted, if deemed necessary, or with boards to prevent too rapid drying.

(h) In winter the masonry will be covered, to protect it from the weather and from frost, to such extent as the engineer may direct.

(i) Stones will not be cut or dressed after being laid in the work unless specially authorized.

37. The cast iron service and waste pipes will be furnished and laid by the Croton Aqueduct Board.

38. (a) Whenever the masonry is sufficiently advanced, in the opinion of the engineer, to receive the iron pipes and their appurtenances, the masonry will be suspended to such extent as the engineer may deem necessary, in order that the pipes may be laid by the Croton Aqueduct Board; they will be laid in their places on wooden blocks.

(b) The space under the pipes will be filled with concrete by the contractor, and when it is sufficiently set, the blocks will be removed by him, and the whole pipe bedded in with concrete. Where the pipes pass through the walls, the wall will be made to fit the curved surface of the pipe.

(c) In the pipe vaults, and in the open arches, the pipes will be supported by concrete, in such manner and form as the engineer may direct.

39. (a) In order to carry on the masonry under this contract, at the same time, and in connection with the earth work of the reservoir, now under contract with other parties, and to secure to the parties working under both contracts, all the advantages of the use of the ground consistent with the steady advancement of the work under both contracts, and as the contract with Messrs. Fairchild, Walker & Co., reserves certain rights for the use of ground for the construction of the masonry, the engineer will, from time to time, assign so much ground, or the partial use of so much ground, as he under existing circumstances may deem necessary, for the use of the contractor in constructing the work.

(b) The contractor will place the materials, tools or implements on the ground, within the control of the Croton Aqueduct Board, only on such space as may be assigned to him by the engineer for that purpose, and will remove any such incumbrances whenever required to do so by the engineer.

(c) As the masonry advances, the engineer may cause the embankments to be carried on by the contractors for the earth work in contact with the masonry, and may temporarily suspend the operations or the masonry to accomplish that object; and such directions as the engineer may give for this purpose will be strictly followed.

40. The contractor will furnish all materials, tools, implements, centering, scaffolding, and whatever else may be required for the construction and protection of the work, of such form and construction as the engineer may direct, excepting only such stone as may be in the vicinity of the reservoir, and under the control of the Croton Aqueduct Board, and which may by the engineer be deemed suitable for the work, and which



may by him be placed at the disposal of the contractor for construction of the work; such stone will only be used for broken stone and for rubble range work.

41. The contractor is required to erect in the vicinity of the work, at such points as the engineer may direct, water-tight buildings for the storage of cement to be used on the work, in which all cement brought to the ground for the work shall be stored, till used.

42. All work on masonry is to cease positively on the first day of November in each year, and is not to be resumed until the first of April ensuing, except by written permission of the engineer. No masonry will at any time be built during freezing weather.

43. All masonry shall be covered in winter, to the satisfaction of the engineer, by and at the expense of the contractor, to prevent injury from water or from freezing.

44. BILL OF STONES FOR DIMENSION CUT STONE MASONRY.

- (a) For the mouth-pieces for four three-foot waste-pipes:  
Sixteen pieces, 1 foot 6 inches by 3 feet by 3 feet. 216 cubic feet.
- (b) For the mouth-pieces for four three-foot service pipes:  
Sixteen pieces, 1 foot 6 inches by 3 feet 3 inches by 3 feet 3 inches. 253.5 cubic feet.
- (c) For the mouth-pieces for six four-foot service pipes:  
Twenty-four pieces, 1 foot 6 inches by 3 feet 9 inches by 3 feet 9 inches. 506.25 cubic feet.
- (d) For entrance to four waste pipes:  
Four floors, 6 feet 6 inches by 6 feet by 1 foot. 156 cubic feet.  
Four tops, 6 feet by 4 feet by 2 feet. 192 cubic feet. 348.0.
- (e) For entrance to four service pipes 3 feet diameter:  
Four floors, 1 foot by 5 feet 6 inches by 6 feet 6 inches. 143 cubic feet.  
Eight sides, 1 foot 6 inches by 5 feet 6 inches by 4 feet 6 inches. 297 cubic feet.  
Four tops, 2 feet by 6 feet 6 inches by 3 feet. 156 cubic feet. 596.0.
- (f) For entrance to six service pipes four feet diameter:  
Six floors, 1 foot by 5 feet 6 inches by 7 feet 6 inches. 247.5 cubic feet.

Twelve sides, 1 foot 6 inches by 5 feet 6 inches by 5 feet 6 inches.  
544.5 cubic feet.

Six tops, 2 feet by 7 feet 6 inches by 3 feet. 270 cubic feet.  
1062.0.

(g) For twenty service gates, two and a half feet by five feet:

Twenty floors, 1 foot 6 inches by 2 feet 6 inches by 8 feet. 600  
cubic feet.

Twenty-four sides, 2 feet by 6 feet 6 inches by 8 feet. 2496 cubic  
feet.

Twenty tops, 1 foot 6 inches by 4 feet 6 inches by 6 feet. 810  
cubic feet. 3906.0.

(h) For eight service gates, two feet by five feet:

Eight floors, 4 feet by 7 feet 6 inches by 1 foot. 240 cubic feet.

Sixteen sides, 1 foot by 7 feet 6 inches by 5 feet. 600 cubic feet.

Eight tops, 4 feet by 6 feet by 1 foot 6 inches. 288 cubic  
feet. 1128.0.

(i) One waste gate of aqueduct, three feet by three feet:

One floor, 1 foot 6 inches by 3 feet by 5 feet. 22.5 cubic feet.

Two sides, 1 foot 6 inches by 3 feet by 3 feet. 27.0 cubic feet.

One top, 1 foot 6 inches by 7 feet by 5 feet. 52.5 cubic feet. 102.0.

(k) Ten induction gates:

Four brackets, 3 feet by 1 foot by 1 foot. 12 cubic feet.

Ten floors, 3 feet by 7 feet by 1 foot. 210 cubic feet.

Twelve sides, 6 feet by 7 feet by 1 foot 6 inches. 756 cubic feet.

Ten tops, 4 feet 6 inches by 5 feet 6 inches by 1 foot. 247.5 cu-  
bic feet. 1225.5.

(l) Waste weir and well, north gate-house:

One front, 12 feet by 6 feet by 1 foot 3 inches. 90 cubic feet.

Two sides, 5 feet 3 inches by 2 feet 6 inches by 1 foot 6 inches.  
19.7 cubic feet.

Two sides, 3 feet by 1 foot 10 inches by 1 foot 3 inches. 13.75  
cubic feet.

Two sides, 3 feet by 2 feet by 1 foot 3 inches. 15 cubic feet.

Two bottoms, 7 feet by 2 feet by 1 foot. 28 cubic feet.

One bottom, 7 feet by 2 feet 6 inches by 2 feet. 35 cubic feet.

One top, 6 feet by 2 feet, by 1 foot 3 inches. 15 cubic feet.

Two tops, 6 feet 3 inches, by four feet by 3 feet 6 inches. 175  
cubic feet.

One top, 5 feet 6 inches by 4 feet by 3 feet 3 inches. 71.5 cubic feet. 462.95.

- (m) Waste weir, south gate-house, eleven feet six inches by six feet by nine feet:

Two floors, 3 feet 6 inches by 8 feet by 1 foot. 56 cubic feet.  
 One floor, 5 feet by 8 feet by 1 foot. 40 cubic feet.  
 One top, 6 feet 6 inches by 8 feet by 1 foot. 52 cubic feet.  
 One top, 3 feet 6 inches by 8 feet by 1 foot. 28 cubic feet. 176.0.

- (n) Waste weir on central bank:

Two posts, 5 feet by 5 feet by 2 feet. 100 cubic feet.  
 Two floors, 10 feet by 6 feet by 1 foot 6 inches. 180 cubic feet.  
 One floor, 7 feet by 6 feet by 1 foot 6 inches. 63 cubic feet. 343.0.

- (o) Facings for passage between back bays:

Four pieces, 11 feet by 1 foot by 4 feet. 44 cubic feet.  
 Eight pieces, 6 feet by 1 foot 6 inches by 1 foot. 72. 116.0. <sup>73</sup>

- (p) Steps leading to pipe vault:

Thirty-two pieces, 3 feet 6 inches by 1 foot 1 inch by 8 inches.  
 81 cubic feet.  
 Seven pieces, 3 feet by 1 foot by 8 inches. 14 cubic feet. 95.0.  
 Two platforms,  $\begin{cases} 3 \text{ feet } 9 \text{ inches by } 5 \text{ feet by } 1 \text{ foot } 6 \text{ inches.} \\ 56.25 \text{ cubic feet.} \end{cases}$   
 $\begin{cases} 6 \text{ feet by } 5 \text{ feet by } 1 \text{ foot. } 60.0 \text{ cubic feet.} \end{cases}$   
 four posts, 10 feet by 1 foot by 1 foot. 40 cubic feet.  
 Two caps, 5 feet by 1 foot by 8 inches. 6.66 cubic feet. 162.91.

- (q) Four stones, for entrance to eight-inch drain:

Four pieces, by 3 feet by 3 feet by 2 feet. 76 cubic feet. 76.0.

- (r) Coping for wells:

Eight pieces, 6 feet 9 inches by 2 feet  $4\frac{1}{2}$  inches by 1 foot. 128.25 cubic feet. 128.25.

- (s) Ten arches over fore bays, seven feet span:

Ten pieces, 3 feet by 1 foot 5  $\frac{5}{10}$ ths inches by 1 foot 4 inches.  
 58.33 cubic feet.  
 Twenty pieces, 3 feet by 1 foot 7  $\frac{6}{10}$ th inches by 1 foot 3  $\frac{2}{10}$ th inches. 124.13 cubic feet.  
 Twenty pieces, 3 feet by 1 foot 10  $\frac{4}{10}$ th inches by 1 foot 6  $\frac{6}{10}$ th inches. 173.6 cubic feet. 356.06.

## (t) Four four-foot circular arches in waste wells:

Sixteen pieces, 3 feet by 2 feet 1 5-10th inches by 1 foot 7 inches.  
161.5 cubic feet.

Sixteen pieces, 2 feet by 2 feet 1 5-10th inches by 1 foot 7 inches.  
107.66 cubic feet. 269.16.

## (v) Three floors for waste wells:

Two pieces, 6 feet by 6 feet by 1 foot. 72.

One piece, 5 feet by 6 feet by 1 foot. 30. 102.0.

## (w) Thirty sills in fore bays:

Thirty pieces, 7 feet by 1 foot 6 inches by 1 foot. 315 cubic feet.

Two pieces for Aqueduct, 9 feet by 1 foot by 1 foot. 18 cubic feet. 333.0.

## (x) Partitions in fore bays:

Eighty braces, 8 feet by 1 foot by 1 foot. 640 cubic feet. 640.0.

## (y) Six partitions in fore bays:

Six pieces, 7 feet by 3 feet 9 inches by 2 feet. 315 cubic feet.

Six pieces, 7 feet 2 inches by 6 feet 6 inches by 2 feet. 559 cubic feet.

Eighteen pieces, 6 feet by 6 feet by 2 feet. 1296 cubic feet.

Six pieces, 6 feet by 7 feet 3 inches by 2 feet. 522 cubic feet.

Six pieces, 6 feet by 6 feet 6 inches by 2 feet. 468 cubic feet.

Twelve pieces, 6 feet by 5 feet 3 inches by 2 feet. 756 cubic feet.

Twelve pieces, 6 feet by 6 feet 9 inches by 2 feet. 972 cubic feet.

Six pieces, 5 feet by 6 feet 9 inches by 2 feet. 405 cubic feet.

Six pieces, 6 feet by 4 feet 6 inches by 2 feet. 324 cubic feet.

Six pieces, 5 feet by 4 feet 6 inches by 2 feet. 270 cubic feet. 5887.

## (z) Guide blocks for gate-rods in gate-houses:

Eight pieces, 1 foot 6 inches by 1 foot 6 inches by 2 feet. 36 cubic feet.

Fifty-two pieces, 1 foot 6 inches by 3 feet 6 inches by 2 feet. 546 cubic feet. 582.0.

## (aa)

COPING, NINE INCHES THICK.

4 pieces, 9 feet 3 inches by 4 feet 3 inches.

4 " 2 feet 6 inches by 2 feet 3 inches.

4 " 3 feet by 2 feet 6 inches.

8 " 4 feet by 9 feet 3 inches.

- 4 pieces 3 feet 6 inches by 9 feet 3 inches.
- 12 " 3 feet 6 inches by 8 feet 9 inches.
- 4 " 4 feet by 9 feet 3 inches.
- 2 " 3 feet 9 inches by 9 feet 3 inches.
- 4 " 4 feet by 10 feet 3 inches.
- 2 " 3 feet 9 inches by 10 feet 3 inches.
- 2 " 5 feet 6 inches by 3 feet.
- 2 " 5 feet 6 inches by 6 feet 3 inches.
- 2 " 11 feet 9 inches by 6 feet. In pieces of not less than 5 feet.
- 8 " 4 feet 6 inches by 3 feet.
- 8 " 4 feet 6 inches by 6 feet 3 inches.
- 4 " 11 feet 9 inches by 6 feet 6 inches. In pieces of not less than 5 feet.
- 2 " 9 feet 3 inches by 4 feet.
- 2 " 5 feet 6 inches by 4 feet.
- 1 " 5 feet 6 inches by 11 feet.
- 65 feet by 6 feet. In pieces of not less than 4 feet wide.
- 2 " 3 feet 6 inches by 6 feet 6 inches.
- 2 " 3 feet 6 inches by 2 feet 6 inches.
- 2 " 3 feet 6 inches by 3 feet 3 inches.
- 8 " 8 feet by 3 feet 3 inches.
- 2 " 9 feet by 3 feet 3 inches.
- 2 " 5 feet 3 inches by 3 feet.
- 1 " 9 feet by 3 feet 9 inches.
- 1 " 11 feet 9 inches by 7 feet. In pieces of not less than 5 feet.
- 1 " 11 feet 9 inches by 7 feet 3 inches. In pieces of not less than 5 feet.
- 1 " 5 feet 9 inches by 3 feet 9 inches.
- 1 " 6 feet 3 inches by 7 feet.
- 2 " 6 feet 3 inches by 5 feet 9 inches.
- 1 " 5 feet 3 inches by 9 feet.
- 1 " 5 feet 3 inches by 7 feet 6 inches.
- 2 " 25 feet 6 inches by 6 feet. In pieces of not less than 4 feet wide.
- 1 " 3 feet by 8 feet.
- 2 " 11 feet by 6 feet 3 inches. In pieces of not less than 4 feet wide.
- 2 " 27 feet by 5 feet 9 inches. " " "
- 1 " 3 feet by 6 feet 3 inches.
- 2 " 9 feet 6 inches by 6 feet. 3472.65.
- 622 running feet of coping, 3 feet wide, in pieces of not less than 6 feet. 1399.5.

(bb)

## COPING FOR MANHOLES.

- |   |   |        |
|---|---|--------|
| 6 | pieces, 2 feet by 1 foot by 1 foot—12 cubic feet. |        |
| 6 | " 4 feet by 1 foot by 1 foot—24                   | "      |
| 2 | " 3 feet by 1 foot by 1 foot— 6                   | "      |
| 2 | " 5 feet by 1 foot by 1 foot—10                   | " 52.0 |
- (cc) Estimated amount of dressed surface on stone for dimension cut stone masonry, 56,228 square feet.

45. Quantities estimated for the construction of the work on which the comparison of bids will be made.

- A.\* 9,560 cubic yards of concrete masonry.
- B. 1,343 cubic yards of brick masonry, in arches of more than five feet diameter, supported by centering.
- C. 2,800 cubic yards of all other brick masonry.
- D. 1,370 cubic yards of rubble range masonry.
- E. 2,575 cubic yards of cut range masonry.
- F. 889 cubic yards of dimension cut stone masonry.
- G. 3,061 square feet of cutting of grooves of cut stone masonry.
- H. 437 pounds of wrought iron in clamps and bands.
- I. 82 steps of iron stairway.
- L. 17 feet of hand rail on stone steps and landing.
- M. 384 feet of vitrified stone pipe of fifteen inches diameter.
- N. 68 feet of vitrified stone pipe of six inches diameter.
- O. 80 feet of vitrified stone pipe of two inches diameter.
- P. 2 sky lights.
- Q. 4,330 cubic yards earth excavation.
- R. 4,850 cubic yards rock excavation.
- S. 3,800 cubic yards embankment and filling.

The foregoing are quantities which have been estimated, approximately, for the construction of the work; they form, however, no part of the contract, and persons bidding are cautioned that the Croton Aqueduct Board do not hold themselves responsible that any of them shall strictly obtain in the construction of the work, and the contractors are required to examine the plans and the ground, and to judge for themselves, of the quantity, and other circumstances affecting the cost of the work, and to make their bids for each item, independent of others, so far as relative quantities are concerned.

\* These letters refer the quantities to the prices to be bid for the work under the same letters in the proposals.

46. In order to enable the contractor to prosecute the work advantageously, the said engineer shall make an estimate, from time to time, not oftener than once a month, as the work progresses, both of work done and materials delivered on the ground to be occupied by said masonry. The estimate for unfinished work shall not be required to be made by strict measurement, but by measuring and estimating, to obtain only an approximate result of the work done and its value under the contract, as compared with the whole contract; and it shall not be required of said engineer to measure at all for work that is in an irregular shape, but he may estimate the quantity of such, on his judgment of the amount of the same. Between the months of November and May, the estimates shall not be made oftener than once in two months, and at no time for a sum less than \$500; and it is expressly understood that estimates shall be made only when the work is prosecuted, agreeably to the provisions of this contract, and with such progress as may be satisfactory to the engineer.

47. The contractors are required to preserve all stakes, and bench marks in their proper positions, until authorized to remove them by the engineer. Any expense incurred in replacing any stakes, or bench marks, which the contractor, or any person working under him, may have failed to preserve, will be charged to the contractor and deducted from the amount to be paid him for doing the work under this contract.

48. The contractor will, during the construction of the work, prevent any materials, excepting materials condemned by the engineer, being taken from the reservoir ground without the direction of the Croton Aqueduct Board.

49. No shanties or other buildings shall be erected on the reservoir ground in charge of the Croton Aqueduct Board, without authority in writing from said Board.

50. Whenever the contractors are not present on any part of the work where it may be necessary to give directions, orders will be given by the engineer, his assistants and inspectors, to and be received and obeyed by the superintendents and overseers who may have immediate charge of the men employed on the particular work, in relation to which the orders may be given.

51. The contractor shall, when required to do so by the engineer, remove from the work, any overseer, superintendent, laborer, or other person employed on the work, who shall refuse or neglect to obey the direc-

tions of the engineer or his assistants, or the inspectors under him in anything relating to the work, or who shall perform his work in any manner contrary to the specifications and directions of the engineer, or who shall be deemed by the engineer to be incompetent or unfaithful, or who shall commit any trespass on the reservoirs or other property in the vicinity of the work.

52. (a) All work to be done under these specifications, shall be to the satisfaction of the engineer, and all materials and workmanship shall be subject to the inspection and rejection of the engineer, or of the agents authorized to act under him.

(b) The masonry will be cleaned from all rubbish or dirt, whenever required by the engineer, for the purpose of inspection.

53. Inspectors will be placed on the work to observe and direct the manner of construction, and no new party will be put to work on the embankments, masonry, or preparing the ground, or materials, without three days previous notice to the engineer, to provide an inspector for such party.

54. No work is to be considered as accepted which may be defective in its construction, or deficient in any of the requirements of these specifications, in consequence of any negligence of any inspector, or subordinate engineer, to point out such defect or deficiency during the construction; and the contractor will be required to perfect any imperfect work, whenever discovered, before the final acceptance of the work.

55. Any doubt as to the meaning of these specifications, or any obscurity as to the wording of them will be explained by the engineer; and all directions and explanations required, alluded to or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the engineer.

56. Whenever the word contractor is used in these specifications, or in this contract, it is to be taken and used for the party who has entered into the contract to perform the work to be done under these specifications, or the legal representative of such party.

57. Whenever the word engineer is used in these specifications, or in this contract, it refers to and designates the engineer who may, by the Croton Aqueduct Board, be appointed for the time being to have charge of the construction of the reservoir herein specified.



And it is further mutually agreed, by and between the parties to this contract, that the quantities to be paid for shall be measured by the engineer and his assistants, according to the plans and working lines which may be given, when the work comes up to such line, and no allowance will be made for any excess above the quantity required by such plans or lines, on any portion of the work.

And it is further agreed, that the work shall be commenced and carried on at such parts, and in such order of precedence, and at such times and seasons as may, from time to time, be directed by the engineer, and all work shall be, in every respect, executed in a thorough and workmanlike manner.

And said party of the second part further agrees, that said Croton Aqueduct Board, or the engineer may, at their discretion, make alterations in plan, form or dimensions of said work, or may change one kind of masonry for another, or may curtail or enlarge the work to be done, either before or after the commencement of the construction. If such alterations or curtailments diminish the quantity of work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be so dispensed with. If they increase the amount of work, such increase shall be paid for only according to the quantity actually done, and at the price established for similar work under this contract; and the contract will be regarded as completely executed and fulfilled, when the work required by the altered plans is done and paid for, as herein provided.

And it is further agreed, that if the work shall be increased by the enlargement of any part of the same, or by any contingent work which the engineer may deem necessary to facilitate the execution or render the work in any particular conformable to local circumstances, or which may be deemed by the engineer necessary for perfecting the work, beyond what is provided for in this contract and specifications, such increase shall be paid for at the same rate as similar work is herein contracted to be paid for; and if such work is not similar to work herein contracted for, it shall be paid for as an extra item, at a price to be agreed upon previously to the commencement of such extra work.

And it is further agreed, that no public or private road or building or other improvement on the ground appropriated for said reservoir will be obstructed, injured or removed by the contractor, until special directions shall be given by the engineer to enter upon the same.

And said party of the second part, further agree that will not, of or by agent or agents, give or sell any ardent spirits or intoxicating drinks to workmen or any other person on or near said work or allow any to be brought on the work by laborers or any other persons, and will do all in power to discountenance and effectually prevent its use, on or in the vicinity of the work, by any person or persons whatever.

And it is further agreed, that if any material brought on the ground for the use of the work, shall be condemned by the engineer as unsuitable for the work, the contractor shall forthwith remove said materials from the work.

And it is further agreed, that if any work shall be condemned by the engineer as defective or improperly done, such defective or improper work shall be taken down and rebuilt, or the defects otherwise remedied as the engineer may direct; and if said contractors decline, refuse or neglect to remove such condemned materials, or to rebuild such condemned work, or otherwise correct the defects as the engineer may direct, then the engineer may obtain, use and employ, in behalf of the Croton Aqueduct Board, materials, men, animals, tools and implements to do the same, and the expense thereof shall be deducted from any money which may be otherwise due said contractor.

And the said party of the second part, hereby covenant and agree that will give personal attention constantly to the faithful prosecution of the said work. And that will not sub-let the aforesaid work, but will keep the same under own control; that will not assign, by power of attorney or otherwise, any of the moneys payable under this agreement, unless by and with the previous consent of the Croton Aqueduct Board, to be signified by endorsement on this agreement; and that will punctually pay the workmen who shall be employed on the aforesaid work, in current cash funds, and not in what is denominated store pay.

The said party of the second part, further agree that if the work to be done under this agreement shall be abandoned, or if this contract shall be assigned by the party of the second part, otherwise than is herein specified, or if at any time the engineer appointed by Croton Aqueduct Board to have charge of the construction of said work, shall be of opinion, and shall so certify in writing to said Board, that the said work, or any part thereof, is unnecessarily or unreasonably delayed, or that the



supported on centering, and for all materials and labor therefor, to be measured in the work                      cents per cubic yard.

(C.) For all other brick masonry, and for all materials and labor therefor, to be measured in the work \_\_\_\_\_ cents per cubic yard.

(D.) For all rubble range masonry, to be measured and estimated according to specifications, and for all materials excepting as herein specified, and for all labor therefor, to be measured in the work  
cents per cubic yard.

(E.) For all cut range masonry, to be measured and estimated according to specifications, and for all materials and labor therefor, to be measured in the work cents per cubic yard.

(F.) For all dimension cut stone masonry to be measured and estimated according to the specifications, and for all materials and labor therefor, to be measured in the work cents per cubic yard.

(G.) For cutting grooves in the wells for waste pipes, and in the fore bays, and in the waste weirs, and at the gate openings, for the gate frames, and for all labor therefor, for each square foot of cut surface  
cents per square foot.

(H.) For wrought iron clamps and hoops or bands inserted in the masonry, and for all labor therefor, cents per pound.

(I.) For all stairway of iron, including posts and hand-rail complete and set in the masonry, and for all labor and materials therefor, cents per step of the stairway.

(L) For the hand-railing and posts on platform and stone steps, and for all materials and labor therefor, \_\_\_\_\_ cents per running foot of hand-rail.

(M.) For vitrified glazed stone pipe of fifteen inches interior diameter, set in the masonry, and for all materials and labor therefor, for each foot of pipe laid                      cents per running foot.

(N.) For vitrified glazed stone pipe, of six inches interior diameter, set in the masonry, and for all materials and labor therefor, for each foot of pipe laid                      cents per running foot.

(O.) For vitrified glazed stone pipe, of two inches interior diameter set in the masonry, and for all materials and labor therefor, for each foot of pipe laid                      cents per running foot.

(P.) For each skylight complete, and for all materials and labor therefor,  
cents for each skylight.

(Q.) For all excavation of earth from the aqueduct trench, including all materials to be excavated, excepting solid rock which requires blasting, and boulders of the content of more than half a cubic yard, and placing the same in spoil bank, according to the specifications, and for all labor therefor to be measured in excavation,  
cents per cubic yard.

(R.) For all excavation of solid rock which requires blasting, and of boulders of the content of more than half a cubic yard, and disposing of the material according to the specification, and for all labor therefor to be measured in excavation,  
cents per cubic yard.

(S.) For all embankment and filling in and around the aqueduct west of Eighth avenue, taking the earth from the spoil banks, and for all labor therefor, to be measured in embankments,  
cents per cubic yard.

(T.) For hauling earth from the spoil banks near the New Reservoir for embankment, west of the Eighth avenue, according to the specifications, in addition to the price paid for embankment, and for each yard hauled one hundred feet, the quantity of earth to be measured in filling or embankment,  
half a cent per cubic yard.

And the said party of the second part hereby further agree that will furnish the said Croton Aqueduct Board with satisfactory evidence, that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said Board before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or materials is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged, or such notice withdrawn.

And the said party of the second part hereby further agree that the said parties of the first part shall be and they are hereby authorized

to deduct and retain out of the moneys which may be due or become due to the said party of the second part under this agreement the sum of fifty dollars per day as liquidated damages for each and every day the aforesaid work may be uncompleted over and beyond the time hereinafter stipulated for its completion.

And the said party of the second part further agree that will indemnify and save harmless the parties of the first part from all claims, demands, suits or actions of every name and description brought against them, for or on account of any injuries or damages received or sustained by any party or parties by or from the said party of the second part servants or agents, in the construction of said work, or by or in consequence of any negligence in guarding the same, or by or on account of any act or omission of the said party of the second part or agents; and the said party of the second part hereby further agree that so much of the moneys due to under and by virtue of this agreement, as shall or may be considered necessary by the Croton Aqueduct Board, shall or may be retained by the said parties of the first part until such suits or claims for damages as aforesaid, shall have been settled and evidence to that effect furnished to the satisfaction of said Board.

And it is further agreed by the said parties to this agreement, that payments shall be made on the estimate of the engineer, which are required by specification 46, of ninety per cent. only of the amount of said estimates.

And it is further agreed, that whenever in the opinion of the engineer, the party of the second part has completely performed this contract on part, said engineer shall certify the same in writing to the parties to this agreement, together with his estimate embracing both stipulated and extra work as herein provided, on which the said party of the second part to be paid.

And it is further expressly agreed, that no money shall become due and payable under this contract, except on the certificate of said engineer, as herein provided.

And that the said party of the second part further agree that shall not be entitled to demand or receive payment for any portion of the aforesaid work or materials, except in the manner set forth in this agreement, nor until each and every of the stipulations hereinbefore men-

tioned are complied with, and the engineer shall have given his certificate to that effect; whereupon the parties of the first part will, at the expiration of twenty days after such completion and the delivery of said certificate, pay, and they hereby bind themselves and their successors, to pay the said part of the second part in cash, the whole amount of money accruing to the said part of the second part under this contract excepting such sum or sums as may be lawfully retained under any of the provisions of this contract, hereinbefore set forth, provided that nothing herein contained be construed to affect the right hereby reserved, of the said board to reject the whole or any portion of the aforesaid work, should the said certificates be found or known to be inconsistent with the terms of this agreement, or otherwise improperly given.

And the said party of the second part further agree to commence the work herein contracted for, within days from the date hereof, and that all work to be done under this contract shall be fully completed and performed on part by the first day of October, in the year eighteen hundred and fifty-nine.

In witness whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

For the Mayor, Aldermen and Commonalty of the city of New York.

Signed and sealed in }  
presence of }

*Know all men by these Presents, That we*

of the city of New York,  
 are held and firmly bound unto the Mayor, Aldermen and  
 Commonalty of the said city, in the sum of fifty thousand  
 dollars, lawful money of the United States of America, to  
 be paid to the said Mayor, Aldermen and Commonalty,  
 or their certain Attorney, successor or assigns; for which  
 payment well and truly to be made, we and each of us, do  
 bind ourselves, and each of our heirs, executors and ad-  
 ministrators, jointly and severally, firmly by these presents.  
 Sealed with our seals. Dated this                      day of  
 one thousand eight hundred and fifty

WHEREAS, the above bounden                      by instrument  
 in writing, under                      hand and seal bearing even date with these  
 presents,                      contracted with the said Mayor, Aldermen and  
 Commonalty to furnish all the materials and labor, excavate for, build,  
 construct, and in all respects complete, in the manner, on the conditions  
 and for the considerations in the annexed and preceding contract men-  
 tioned and contained, a good, firm and substantial masonry, according  
 to the specifications contained in, or annexed to the said contract, and  
 the plans alluded or referred to in the same.

Now, therefore, the condition of the above obligation is such, that  
 if the said                      shall well and truly, and in good sufficient and  
 workmanlike manner, perform the work mentioned in the aforesaid con-  
 tract, and complete the same, in accordance with the terms and provisions  
 therein stipulated, and in each and every respect comply with the con-  
 ditions therein contained, then this obligation to be void; or else to re-  
 main in full force and virtue.

Signed and sealed {  
     in presence of    }



PROPOSALS FOR BUILDING GATE-HOUSES AND AQUEDUCT FOR THE NEW RESERVOIR, OF HYDRAULIC MASONRY, OPENED OCTOBER 20, 1853,  
BY THE CROTON AQUEDUCT BOARD, IN PRESENCE OF THE COMPTROLLER.

Number of Est.	NAMES	A	B	C	D	E	F	G	H	I	L	M	N	O	P	Q	R	S	TOTAL AMOUNT.
1	William Baldwin, and John M. Jaycox .....	9,500 cubic yards concrete masonry.	1,343 cubic yards brick masonry in arches.	2,800 cubic yards of all other brick masonry.	1,870 cubic yards rubble range masonry.	2,875 cubic yards cut range masonry.	889 cubic yards dimension cut stone masonry.	3,061 square feet cutting grooves cut stone masonry.	437 pounds wrought iron in clamps and bands.	82 steps of iron stairway.	17 feet of hand rail on steps and landing.	284 feet vitrified stone pipe, 15 inches.	68 feet vitrified stone pipe, 6 inches.	80 feet vitrified stone pipe, 2 inches.	2 sky lights.	4,320 cubic yards earth excavation.	4,850 cubic yards rock excavation.	3,800 cubic yards embankment.	\$120,927 70
2	.....	\$3 25	\$8 00	\$7 00	\$4 00	\$15 00	\$20 00	\$0 00	\$0 20	\$3 00	\$6 00	\$1 00	\$0 40	\$0 15	\$300 00	\$0 20	\$1 75	\$0 15	
3	.....	4 00	7 00	6 50	5 00	19 00	20 00	0 75	0 10	8 00	4 50	1 25	0 50	0 25	300 00	0 20	1 00	0 20	155,411 95
4	.....	4 00	7 50	7 00	7 00	22 00	31 00	0 90	0 09	6 00	3 00	0 90	0 40	0 15	300 00	0 30	1 50	0 40	170,127 53
5	.....	5 00	9 50	8 00	7 00	14 00	37 25	0 80	0 25	6 00	3 50	1 50	1 00	0 25	350 00	0 30	1 50	0 50	170,661 39
6	.....	4 00	7 00	0 75	4 75	23 00	39 00	1 00	0 10	7 00	5 00	1 00	0 35	0 15	1 75	0 13	2 00	0 12	182,034 03
7	.....	4 44	6 50	6 00	7 50	23 75	39 75	0 28	0 07	5 53	3 15	1 50	0 37	0 12	134 00	0 15	1 00	0 20	185,420 54
8	.....	4 25	8 25	8 50	6 50	23 00	40 00	0 98	0 07	5 40	2 70	1 00	0 30	0 12	230 00	0 18	1 12	0 15	190,474 23
	.....	5 00	10 00	10 00	4 00	20 00	40 00	1 00	0 25	7 00	4 00	1 00	0 25	0 10	150 00	0 18	1 25	0 10	193,513 15

Contract awarded to Baldwin & Jaycox, October 27, 1853.

PROPOSALS FOR BUILDING GATE-HOUSES AND AQUEDUCT FOR NEW RESERVOIR OF HYDRAULIC MASONRY,  
OPENED OCTOBER 26, 1888.

NUMBER OF BID.	NAMES.	RESIDENCE.	SURETY.
1...	William Baldwin.....	Oswego, State of New York..	Morris Earle.....
2...	John M. Jacob.....	Syracuse, " "	Edwin D. Morgan.
	Cornelius Gardiner.....	Brooklyn, " "	Robert W. Lowber.
	James H. Liddle.....	Utica, " "	
	Derrick W. Ten Brook.....	Amsterdam, " "	
3...	James McDonald.....	Albany, " "	Robert W. Lowber.
	John McDonald.....	Amsterdam, " "	
	Henry Smith.....	16 South street, city of N. Y..	
4...	Albert R. Learned.....	Hastings, state of New York..	Sammel B. White.
5...	Porter G. Sherman.....	City of New York.....	Owen McGovern.
	John B. Morrell.....	" "	
6...	William Kieney.....	Jersey City, state of N. Jersey	Michael Lienan.
	John R. Halladay.....	" "	
7...	John W. Pettigrew.....	240 Fifth avenue, city of N. Y.	William B. Reynolds.
8...	Egbert N. Fairebild.....	63 East 29th street, " "	Thomas J. Peck.
	Stephen G. Walker.....	" "	

## APPENDIX.

No. 2.

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OFFICE CROTON AQUEDUCT DEPARTMENT,  
December 31, 1858.

*To the Honorable the Legislature  
of the State of New York:*

The Commissioners of the Croton Aqueduct Department respectfully renew their application for payment of their account for Croton water supplied to the State Prison at Sing Sing; and as provision for its payment was not made at the last session of the Legislature, the cost of another year's consumption must now be added to the account.

An explanation of the principles upon which the account is constructed for the purpose of reducing the cost of the water to the state to the lowest sum which can be allowed, may furnish suitable information to new members of the Legislature.

1st. The ordinance of the Common Council establishing the rates for the water supplied forbids a less price to be charged to the largest consumers than one cent per one hundred gallons. The price to the state has been reduced by the Board to three-fourths of one cent for every one hundred gallons. Our city consumers of the largest class therefore pay one-third more than the state is asked to pay—or, in other words, the state must pay twenty-five per cent. less than they are obliged to pay. A large sugar refinery pays \$4,500 a year, at one cent per hundred gallons, and is charged \$80 for the building, and necessarily can use little or no water on Sundays and holidays, except it may be to get ready for work early on Monday morning.

2d. No price is charged for the enormous buildings within the prison walls, and no charge is made for the water consumed on Sundays and holidays, though the prisoners and other persons within the inclosure, consume water on those days as well as on working days.

3d. Instead of charging according to the quantity actually taken into the prison, we have adopted the lowest of all the guagings which have been returned by the Assistant Engineer during the last four years. They are as follows ;

1855, September 20.....	166,320	gallons.
1856, December 18.....	166,200	"
1857, July 31.....	208,800	"
1857, September 1.....	208,800	"
1858, January 7.....	172,800	"
1858, October 12.....	170,640	"
1858, December 2.....	169,896	"

If the officers of the prison charge a price for the water to contractors for the labor of prisoners employed by them, the sum received must diminish the cost of the water to the prison. To the Board it is of no consequence, because their terms were adopted without reference to that circumstance.

The account now stands as follows:

*The State of New York,*

*To the Corporation of the City of New York by the  
Croton Aqueduct Board :*

For Croton water furnished to the State Prison, at Sing Sing, calculated on the lowest of five guages of the supply to the prison, viz : 166,200 gallons a day, for 310 days to the year, is 51,522,000 gallons, at three-fourths of one cent. per 100 gallons, for and during the year, from the 1st day of May, 1857, to the 1st day of May, 1858 .....	\$3,864 15
The two guagings which have since been taken exceed the above quantity, and without reference to the excess, the Board charges in the same manner as before for the year ending on the 1st of May, 1859.....	3,864 15
No interest being calculated, there is due from the State to the City.....	<u>\$7,728 30</u>

An examination of the facts of the case by the most competent officers of this department produces this impression—that the account does not require the state to pay in fact more than five-eighths of a cent per one hundred gallons, if quite so much, for all the water which the prison

takes into its capacious domain. It would seem to be a very trifling affair for the state to pay an extremely low and most inadequate compensation for an article which is of the highest necessity and value, as it nourishes the people, and does not corrode the engines, while the city is compelled by operation of law, to pay several hundred thousand dollars every year more than its fair and just proportion of the general state and school tax.

After all the labor and vexation which has been encountered by the President, in going six times to Albany in relation to the settlement of the old contract and the present supply, and after encountering the most extraordinary difficulties upon a clear and simple case, and knowing that the price had been reduced far below what equity and fair dealing required, what must have been the astonishment of the Board to learn that the Legislature, at its last session, had passed an act at the heel of the session, to pay \$1,240 for the water furnished during that year. It was a surprise, and will not bear an investigation, and cannot receive attention. Done without the consent of the Board, no remark is necessary to ensure its condemnation. The only answer that can be given to that act is—we have asked a certain sum of money for the two years' supply, of which we humbly request the payment. It is indispensably necessary that it should be paid.

The Commissioners of this department entertain the deepest reverence for the halls of legislation and the authority of government in the exercise of the highest attributes of sovereignty; but the greatest and wisest may be misled and sometimes commit mistakes, and the Board is sensible that from such a power there is no appeal or possibility of hindrance from the commission of error which the defenceless trustees of the Croton water works can interpose. The water may indeed be shut off. It might have been so ordered in the month of December last when the engineer passed through the aqueduct. But this last resort for the maintenance of the rights of the city, the Board has refused to adopt, because it is satisfied that the justice will be awarded to its patient forbearance, which has been sought from your predecessors in office, with the most disagreeable labor, and the most perfect sincerity of intention, to confer on the State terms so liberal that they cannot with propriety be rejected.

Most anxiously desirous of procuring the settlement of this small affair, by the amicable representations which have been made, your Honorable Body is humbly requested to consider the facts of the case, and

the inevitable conclusion which unprejudiced reason requires, should be drawn from them, that the payment of our demands must of right be promptly made.

We, therefore, respectfully request the passage of the bill which accompanies this petition.

M. VAN SCHAICK,  
*President.*

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## A N A C T

TO PROVIDE FOR THE PAYMENT OF TWO YEARS SUPPLY OF CROTON WATER  
FURNISHED TO THE STATE PRISON AT SING SING BY THE CORPORATION OF  
THE CITY OF NEW YORK.

*The People of the State of New York, represented in Senate and Assembly,  
do enact as follows :*

The Comptroller shall pay to the Registrar of the Croton Aqueduct Department seven thousand seven hundred and twenty-eight dollars and thirty cents, in full, for two years supply of Croton water furnished to the State Prison at Sing Sing, from the first day of May, eighteen hundred and fifty-seven, and to be furnished until the first day of May, eighteen hundred and fifty-nine.

This act shall take effect immediately.

DOCUMENT No. 3.

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BOARD OF ALDERMEN,

JANUARY 10, 1859.

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The following Annual Report of the Counsel to the Corporation, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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OFFICE OF THE COUNSEL TO THE CORPORATION,  
New York, December 31, 1858.

*To the Hon. the Common Council  
of the city of New York:*

In pursuance of the eleventh section of an ordinance, passed June 30th, 1857, entitled "An ordinance to re-organize the Law Department of the city of New York," and in accordance with previous custom, the Counsel to the Corporation has the honor to present to the Common Council his annual report for the year 1858.

The schedule hereto annexed, marked "A," contains the titles of all actions which are now pending and undetermined, in which the Corporation is a party; and the schedule hereto annexed, marked "B," contains the titles of all actions which have been tried, argued, discontinued, settled or decided, during the last year.

## CASES UPON STREET OPENINGS.

Of the number of suits commenced and prosecuted to judgment during the year, some twenty-five have been upon claims against the Corporation for services rendered upon street openings.

It will be recollected that the Clerk of the Supreme Court is made by law the taxing officer of such claims, and that in every instance the amount of them must be adjusted and allowed by him, before the claimant is entitled to receive compensation. Notwithstanding this, and although there was two hundred thousand dollars of the moneys appropriated for street openings unexpended and in the treasury, the late Comptroller, Mr. Flagg, persistently refused to pay the claims so taxed. By this refusal the city has been put to the expense of these several litigations, besides being obliged to pay interest thereon.

## NUMBER OF SUITS.

In this connection, it is my duty also to state that more than one-half of all the suits commenced against the city, and prosecuted to judgment and recovery during the last year, have been upon claims to which there was no legal or equitable defense, but which Comptroller Flagg refused to recognize or adjust until they had passed into a judgment, for the reason, as he stated, that he preferred that form of receipt or voucher for the city, and wanted the compulsory process of the courts before disbursing the public moneys.

In this class of cases, answers were interposed, and plaintiffs obliged to prove their claims. By this means the costs and interest have increased the original claim to a very great extent.



## THE STREET COMMISSIONER CONTROVERSY.

The effect of the controversy for the office of Street Commissioner, between Conover and Devlin, although perceptibly diminished, has yet been sensibly felt during the current year. A large number of actions have been commenced, and prosecuted to judgment and recovery, by persons appointed Inspectors by Charles Devlin, Street Commissioner, varying in the amounts claimed from one hundred to seven hundred dollars; and owing to the confusion in that office, growing out of the controversy, it was impossible for the Law Department to obtain sufficient evidence to maintain successful defenses. This cause of expense and outlay will no longer embarrass the Corporation.

## AS TO PARTIES BEING WITNESSES IN THEIR OWN BEHALF.

One of the most serious and universal sources of embarrassment to the city grows out of the change in the law of evidence, allowing parties to be witnesses in their own behalf. It will at once be observed how disastrously this law operates as against the Corporation.

Take, for example, what is as true in fact as it is forcible in illustration, the case of an alleged injury to property, by reason of an alleged defect of one of the piers. A suit is instituted to recover damages. The plaintiff takes the stand for himself, and proves the bad condition of the public property, the injury and the damages. No agent of the Corporation has knowledge of any facts even tending to disprove the evidence of the plaintiff in the action, and upon the unsupported and sole testimony of the person interested in the recovery, judgment follows against

the city for such amount as the conscience of an interested witness may find it convenient to demand, or the sympathies of the jury be induced to allow. In every such case, I have felt it to be my duty to take the objection that the law to which I refer was not intended to apply to Municipal Corporations. The objection has in all cases been overruled by the Judges, and I have had as yet no opportunity of presenting it to the Court of last resort.

I have the honor, therefore, to recommend that an early application be made to the Legislature of the State for a declaratory act exempting Municipal Corporations from the rule of evidence established by the law of 1857.

#### MARINE AND JUSTICE COURTS.

During the session of the Legislature for 1858, I procured the passage an act, divesting the Justices' Courts of this city of jurisdiction in cases against the Corporation, and restricting the Marine Court in like cases to claims which do not exceed two hundred dollars. The experience of the year that has just closed has vindicated in the highest degree the wisdom and policy of this law, and I refer to it as one of the most beneficial enactments for the interests of the Corporation which has been secured to it by legislation.

In conclusion, the Counsel to the Corporation respectfully submits this report, and requests the Common Council to examine into the matters stated therein, as they may deem advisable for the interests of the city.

All of which is respectfully submitted,

RICHARD BUSTEED,

*Counsel to the Corporation.*

## SCHEDULE A.

---

COURT OF APPEALS.

James Moore,

Appellant,

*agst.*The Mayor, &c., of the city of New York, impleaded  
with others,

Respondents.

David Colden Murray,

Respondent,

*agst.*The Mayor, &c., of the city of New York, impleaded  
with others,

Appellants.

James B. Brady,

Appellant,

*agst.*The Mayor, &c., of the city of New York,  
Respondents.

Robert W. Lowber,

Appellant,

*agst.*The Mayor, &c., of the city of New York,  
Respondents.

William B. Fitch and another,  
Appellants,  
*agst.*

The Mayor, &c., of the city of New York.  
Respondents.

Reuben W. Howes, President, &c.,  
Appellant,  
*agst.*

Fernando Wood and others, Supervisors, &c.,  
Respondents.

Lewis O. Wilson,  
Respondent,  
*agst.*

The Mayor, &c., of the city of New York, and others,  
Appellants.

George S. St. John,  
Respondent,  
*agst.*

The Mayor, &c., of the city of New York,  
Appellants.

SUPREME COURT,  
*City and County of New York.*

The Mayor, &c., of the city of New York, No. 1,  
*agst.*

George G. Campbell and others.

The same, No. 2,  
*agst.*

The same.

The same,

*agst.*

Ebenezer G. Burling, and others.

The same,

*agst.*

John J. Hicks and another.

Philip French and another,

*agst.*

The Mayor, &c., of the city of New York.

Daniel Ransom,

*agst.*

The same.

Garret H. Striker, Jr., and others,

*agst.*

The same.

Daniel Dodge and another,

*agst.*

Fernando Wood, impleaded with others.

Anson Herrick,

*agst.*

The same.

Alex. McMullen, administrator, &c., of James McMullen,  
deceased,

*agst.*

The Mayor, &c., of the city of New York.

William P. R. Shedden,

*agst.*

The Mayor, &c., of the city of New York, impleaded  
with others.

The People, &c., ex rel. the Mutual Life Insurance Co.,  
*agst.*

The Board of Supervisors of the city and county of New  
York.

The People, &c., ex rel. the New York Life Insurance  
Company,  
*agst.*

The same.

Seth B. Jones,  
*agst.*

The Mayor, &c., of the city of New York.

Garret H. Striker, Jr.,  
*agst.*

The same.

George W. Browne,  
*agst.*

The Mayor, &c., of the city of New York, and others.

In the matter of James J. Jones and others, for a writ  
of certiorari,  
*agst.*

The Mayor, &c., of the city of New York, in the matter  
of the Third avenue assessment.

The People, &c., ex rel. the New York Life Insurance  
Company, No. 1,  
*agst.*

The Board of Supervisors of the city of New York.

The same, No. 2,  
*agst.*

The same.

Andrew Simpson,

*agst.*

The Mayor, &c., of the city of New York.

The People of the State of New York,

*agst.*

The same, impleaded with others.

John P. Treadwell and others,

*agst.*

Myndert Van Schaick and others.

August Belmont,

*agst.*

The Mayor, &c., of the city of New York, impleaded with  
others.

The People, &c., ex rel. the Mutual Life Insurance Com-  
pany of New York, No. 1.

*agst.*

The Board of Supervisors of the city and county of  
New York.

The same, No. 2,

*agst.*

The same.

The Mayor, &c., of the city of New York,

*agst.*

Walter S. Griffiths and others.

Henry A. Ulrich, No. 1,

*agst.*

The Mayor, &c., of the city of New York.

The same, No. 2,

*agst.*

The same.

The Union Ferry Company of Brooklyn,

*agst.*

The same.

Edward Merritt,

*agst.*

The same.

Cornelius Vanderbilt,

*agst.*

The Mayor, &c., of the city of New York and others.

John L. Ambler,

*agst.*

The Mayor, &c., of the city of New York.

John A. Stewart, Receiver of Bowery Bank,

*agst.*

The Mayor, &c., of the city of New York.

The Mayor, &c., of the city of New York,

*agst.*

John A. Stewart, Receiver, &c.

In the Matter of the petition of James W. Beekman,  
to vacate assessment for curb and gutter, &c., in

Third avenue, from Thirty-first to  
Eighty-sixth street.

James P. Foster,

*agst.*

John H. Hillier and another.



Samuel Stockwell,

*agst.*

The same.

Edward S. Innes,

*agst.*

The Mayor, &c., of the city of New York, impleaded with  
others.

William Field and another,

*aget.*

The Mayor, &c., of the city of New York.

Robert Newson and others,

*agst.*

The Mayor, &c., of the city of New York, impleaded with  
others.

Sarah Royce,

*agst.*

The same.

In the Matter of the assessment of property on Second  
avenue, between Thirty-fourth and Thirty-eighth  
streets, and Thirty-sixth street, between  
Second and Third avenues,  
on petition of Henry  
James Anderson.

Jacob Sharp,

*agst.*

The Mayor, &c., of the city of New York and others,  
impleaded.

Horatio N. Sherwood,

*agst.*

The Mayor, &c., of the city of New York.

Elisha C. Wilkeyson,  
*agst.*

The Mayor, &c., of the city of New York.

In the Matter of the petition of John B. Stevens and  
another, to discharge lien on lots in  
Forty-first street, &c.

Peter Morris,  
*agst.*

The Mayor, &c., of the city of New York.

Walden Pell and others,  
*agst.*

The Mayor, &c., of the city of New York, impleaded  
with others.

In the Matter of the arbitration of George C. Harsen  
and Charles Clark,  
*with*  
The city of New York.

Peter H. Dreyer,  
*agst.*

The Mayor, &c., of the city of New York.

John H. Van Errie and others, No. 1,  
*agst.*  
The same.

The same, No. 2,  
*agst.*  
The same.

## SUPREME COURT,

*Kings County.*

Peter L. Bennett,

*agst.*

Charles Wood.

Edward Haight,

*agst.*

The Mayor, &c., of the city of New York, impleaded with  
others.

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## SUPREME COURT,

*Westchester County.*

Rachael Birch and others,

*agst.*

The Mayor, &c., of the city of New York, impleaded with  
others.

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## SUPERIOR COURT,

*Of the City of New York.*

Lewis B. Griffin,

*agst.*

The Mayor, &c., of the city of New York, and others.

The Mayor, &c., of the city of New York,

*agst.*

Calvin Oakes and others.

John Pettigrew,

*agst.*

The Mayor, &c., of the city of New York.

George C. Quackenboss,

*agst.*

Barbara Murray.

Nicholas Quackenboss, executor, and another.

*agst.*

The same.

George C. Quackenboss,

*agst.*

The Mayor, &c., of the city of New York.

Nicholas Quackenboss, executor, and another,

*agst.*

The same.

Thomas McSpedon and another,

*agst.*

The Mayor, &c., of the city of New York.

John Pettigrew,

*agst.*

The same.

Mangle M. Quackenboss,

*agst.*

Barbara Murray.

Gertrude Leggett,

*agst.*

The same.

Gertrude Leggett,

*agst.*

John Gilmartin.

Mangle M. Quackenboss,

*agst.*

The Mayor, &c., of the city of New York.

The Mayor, &c., of the city of New York,

*agst.*

The Parker Vein Steamship Company, and others.

Isaac Edwards,

*agst.*

The Mayor, &c., of the city of New York.

The Mayor, &c., of the city of New York,

*agst.*

Garret Dyckman and others.

Henry De Courcey,

*agst.*

The Mayor, &c., of the city of New York.

John W. McGuire,

*agst.*

Joseph E. Ebling.

The Mayor, &c., of the city of New York, No. 1,

*agst.*

Philip Mabie and others.

The same, No. 4,

*agst.*

The same.

Edward Roberts and others,  
*agst.*  
The Mayor, &c., of the city of New York.

James J. Jones,  
*agst.*  
The Mayor, &c., of the city of New York.

Charles Oakley,  
*agst.*  
The same.

Loyal S. Pond,  
*agst.*  
The same and others.

Charles F. Barnes,  
*agst.*  
Fernando Wood and others, impleaded, &c.

Zelotes Wilson,  
*agst.*  
The Mayor, &c., of the city of New York.

John Black,  
*agst.*  
The same.

Daniel Curry,  
*agst.*  
The same.

Francis F. Fowler,  
*agst.*  
The same.

William R. Lown,

*agst.*

The Mayor, &c., of the city of New York.

John Miller,

*agst.*

The same.

William H. Stevens,

*agst.*

The same.

John Quin,

*agst.*

The same.

Andrew G. Black, &c., administrator, &c.,

*agst.*

The same.

Jackson Brumstead,

*agst.*

The same.

Robert Hasson,

*agst.*

The same.

Thomas Messon,

*agst.*

The same.

Francis Owens,

*agst.*

The same.

Charles Wood,

*agst.*

The same.

Nathaniel W. Stilwell,

*agst.*

The Mayor, &c., of the city of New York.

George Rowland,

*agst.*

The same.

Manuel A. White,

*agst.*

The same.

The Commissioners of Emigration,

*agst.*

The same.

Jacob B. Smith,

*agst.*

The same.

Aaron J. Vanderpoel, assignee, &c.,

*agst.*

The same.

Philitus H. Holt,

*agst.*

The same.

William S. Watkins,

*agst.*

The same.



Daniel D. Conover,

*agst.*

Fernando Wood and others.

John Utt,

*agst.*

The Mayor, &c., of the city of New York.

Henry Green,

*agst.*

The same.

Chester Lamb,

*agst.*

The same.

Samuel C. Moses,

*agst.*

Fernando Wood.

John Mitchell, and another,

*agst.*

The Mayor, &c., of the city of New York.

John Hoyt and another,

*agst.*

The same.

Neal Sweeny,

*agst.*

The same.

The Eighth Avenue Railroad Company,

*agst.*

The Mayor, &c., of the city of New York.

Gilbert F. Everson,

*agst.*

The same.

Michael L. Leman,

*agst.*

The same.

Allan Hay and another,

*agst.*

The same.

The Mutual Benefit Life Insurance Company,

*agst.*

The Board of Supervisors of the city &c. of New York.

John Fitzpatrick,

*agst.*

The Mayor, &c., of the city of New York.

Henry Carolus, administrator, &c.,

*agst.*

The same.

Joseph Hillier,

*agst.*

The Mayor, &c., of the city of New York.

John R. Ferry,

*agst.*

The same.

Daniel Gallagher,

*agst.*

The same.

The Mayor, &c., of the city of New York,

*agst.*

Henry Erben and others.

The same,

*agst.*

William C. Lyons.

George Clinton Talmadge and others,

*agst.*

The Mayor, &c., of the city of New York.

John P. Cumming and another,

*agst.*

The same.

Charles W. Baker,

*agst.*

The same.

Henry Foos and another,

*agst.*

The Mayor, &c., of the city of New York.

Thomas Ing,

*agst.*

The same.

John C. Young,

*agst.*

The same.

Richard Tweed, Jr.,

*agst.*

The same.

Robert H. Lamont,

*agst.*

The same.

William M. Tweed,

*agst.*

The same.

Joseph Hughes,

*agst.*

The same.

Moses Smith,

*agst.*

The same.

George T. Plume and another,

*agst.*

The same.

John Fitzpatrick and another,

*agst.*

The Mayor, &c., of the city of New York,

Henry B. Roberts,

*agst.*

The same.

William H. Grey,

*agst.*

The same.

Christian Van Blarcom,

*agst.*

The same.

Francis Nicholson, assignee, &c.,

*agst.*

The same.

Daniel Ewen,

*agst.*

The same.

Isaac T. Ludlum,

*agst.*

The same.

William H. H. Smith and another,

*agst.*

The Mayor, &c., of the city of New York.

William A. McSpedon, assignee, &c.,

*agst.*

The same.

Garret D. Clark,

*agst.*

The same.

John Krahmer,

*agst.*

The same.

Edwin Wainwright and others,

*agst.*

The same.

James Brooks and another,

*agst.*

The same.

COURT OF COMMON PLEAS,

*For the City and County of New York.*

Amelia Murken, administratrix, &c.,

*agst.*

The Mayor, &c., of the city of New York.

The La Farge Fire Insurance Company,

*agst.*

The same and others.

Jeremiah Towle,

*agst.*

The Mayor, &c., of the city of New York.

Abraham C. Bell and others,

*agst.*

The same.

Edward Reed,

*agst.*

The same.

Theodore E. Tomlinson,

*agst.*

The same.

Martin Flanagan,

*agst.*

The same.

Horatio Reed, assignee, &c.,

*agst.*

The same.

Stephen B. Smith,  
*agst.*

Fernando Wood.

Thomas Brady,  
*agst.*

The Mayor, &c., of the city of New York.

Richard F. Palmer,  
*agst.*

The same.

Edward Van Ranst,  
*agst.*

The same.

David Treadwell,  
*agst.*

The same.

Edward Van Ranst,  
*agst.*

The same.

Lucius B. Allen,  
*agst.*

The same.

James E. Watson and another,  
*agst.*

The Mayor, &c., of the city of New York.

Charles G. Waterbury,  
*agst.*

The same.

Michael Schaffner

*agst.*

The same.

John A. Brown,

*agst.*

The same.

John Bowen,

*agst.*

The same.

Ellis W. Dudley,

*agst.*

The same.

Bernard Duffy,

*agst.*

The same.

John Martin,

*agst.*

The same.

David Cargill,

*agst.*

The same.

Patrick H. Kelly,

*agst.*

The same.

Donald Frazer,

*agst.*

The same.



John M. Condit,

*agst.*

The same.

Moses A. Pierce,

*agst.*

The same.

William H. Adams,

*agst.*

The same.

Louisa A. Bressing, admin'x, &c.,

*agst.*

The same.

Jacob Friedlander,

*agst.*

The same.

Augusta Irving,

*agst.*

The same.

James Clark,

*agst.*

The same.

Patrick Masterson,

*agst.*

The Mayor, &c., of the city of New York.

Timothy Gaffney, assignee, &c.,

*agst.*

The same.

Joseph Agate,

*agst.*

The same.

Charles McCarty,

*agst.*

The same.

Elizabeth Raney, admin'x, &c.,

*agst.*

The same.

Abraham Allen,

*agst.*

The same.

John J. Reilley,

*agst.*

The same.

Dennis Ryer,

*agst.*

The same.

Isidore Raphael,

*agst.*

The Mayor, &c., of the city of New York.

James B. Warden,

*agst.*

The same.

Edward Linnen,

*agst.*

The same.

John H. Robertson,

*agst.*

The same.

John Callaghan,

*agst.*

The same. ;

Daniel Buhler,

*agst.*

The same.

Joseph B. Smith,

*agst.*

The same.

William Cooper,

*agst.*

The same.

Terence Branigan,

*agst.*

The same.

Margaret Smithwick,

*agst.*

The Mayor, &c., of the city of New York.

Julian A. H. Hasbrouck,

*agst.*

The same.

Dibald Millemann and another,

*agst.*

The same.

Samuel McMurray,

*agst.*

The same.

Joseph McMurray,

*agst.*

The same.

John J. Reilly,

*agst.*

The same.

William H. Arthur and others,

*agst.*

The same.

William H. Tone,

*agst.*

The same.

Charles W. Baker,

*ast.*

The same.

Juliana Gardener,

*agst.*

The same.

Isaac T. Ludlam,

*agst.*

The same.

Henry H. Howard,

*agst.*

The same.

Patrick Russell,

*agst.*

The same.

Henry Borchers,

*agst.*

The same.

Thomas Hyatt,

*agst.*

The same.

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UNITED STATES CIRCUIT COURT.

Morris Ketchum,

*agst.*

Harvey Hart and others.

Dennis Duer,

*agst.*

Wilson Small, Receiver of Taxes, and the Mayor, &c., of  
New York.

Morris Ketchum,

*agst.*

The Mayor, &c., of the city of New York.

## SCHEDULE B.

## COURT OF APPEALS.

<p>The New York City Insurance Company, Appellants, <i>agst.</i> The Mayor, &amp;c., of the city of New York, Respondents.</p>	<p>Cause argued at March Term, 1858, and decision rendered in April, affirming judgment below in favor of defendants.</p>
<p>Stephen Clark and others, Respondents, <i>agst.</i> The Mayor, &amp;c., of the city of New York, Appellants.</p>	<p>January Term, 1858, cause argued. The Court being equally divided on a decision, in March Term following a new argument was ordered.</p>
<p>The Mayor, &amp;c., of the city of New York, Respondents, <i>a st.</i> Peter Stuyvesant and oth'rs, Appellants.</p>	<p>January Term, 1858, cause argued; decision rendered in April following, affirming judgment below in favor of the respondents.</p>
<p>George White, Respondent, <i>ast.</i> The Mayor, &amp;c., of the city of New York, Appellants.</p>	<p>January Term, 1858, cause submitted on case and points. March Term decision rendered, affirming judgment below in favor of the respondents.</p>

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| Frederick A. Peterson, ap-<br>pellant,<br><i>agst.</i>                     | March Term, 1858, cause<br>argued. Decision render-<br>ed at June Term follow-<br>ing reversing decision ap-<br>pealed from, and ordered<br>a new trial.         |
| The Mayor, &c., of the city<br>of New York, respond-<br>ents.              |  |
| The People, &c., ex rel.<br>Edwin Smith, respond-<br>ents.<br><i>agst.</i> | January Term, 1858, cause<br>submitted on case and<br>points. April Term, de-<br>cision rendered reversing<br>judgment of Court below,<br>in favor of appellant. |
| Azariah C. Flagg, Comp-<br>troller, &c., appellant.                        |  |

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SUPREME COURT.

*City and County of New York.*

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| Cornelius V. S. Roosevelt<br><i>agst.</i>   | Cause argued at May Gen-<br>eral Term, 1858, and de-<br>cided in favor of the de-<br>fendants.   |
| The Mayor, &c., of the city<br>of New York and others.<br>John Warwick,<br><i>agst.</i>                 | Cause argued on 4th and<br>5th days of February Gen-<br>eral Term. Decision ren-<br>dered in October follow-<br>ing in favor of the defend-<br>ants. |
| The Mayor, &c., of the city<br>of New York, impleaded<br>with others.<br>James Barnett,<br><i>agst.</i> | Oct. 13, 1858. Complaint<br>dismissed with costs to the<br>defendants.   |
| The Mayor, &c., of the city<br>of New York, and others<br>impleaded, &c.                                |  |

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| Isaac Edwards and others,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York.                   | Cause tried and judgment<br>entered for plaintiffs, Aug.<br>3, 1858. Defendants ap-<br>pealed to General Term—<br>the appeal is still pend-<br>ing.   |
| Edward S. Sandford, Presi-<br>dent, &c.,<br><i>agst.</i><br>The Board of Supervisors,<br>&c., and another. | January 6, 1858, cause sub-<br>mitted on pleadings, and<br>points and decisions ren-<br>dered in favor of defend-<br>ants, and vacating the<br>injunction. The plaintiff<br>appealed to the General<br>Term—appeal still pend-<br>ing.    |
| Edward G. Faile and an-<br>other,<br><i>agst.</i><br>The Mayor, &c. of the city<br>of New York.            | Suit discontinued by de-<br>fendants refraining to do<br>the act sought to be re-<br>strained by the complain-<br>ant, &c.  |
| Stephen V. Appleby,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York and an-<br>other.        | January 20, 1858, cause<br>tried and decision ren-<br>dered for plaintiff—Cor-<br>poration merely nominal<br>parties, and submit their<br>rights to the Court. The<br>defendants appealed to the<br>General Term—appeal still<br>pending. |



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| <p>Daniel D. Conover,<br/> <i>agst.</i><br/>         The Mayor, &amp;c., of the city<br/>         of New York and Charles<br/>         Devlin.</p>       | <p>Suit settled by the respective parties, to expedite the proceedings of quo warranto, since decided in favor of Devlin by the Court of Appeals.</p>                              |
| <p>Daniel D. Conover,<br/> <i>agst.</i><br/>         The Mayor, &amp;c., of the city<br/>         of New York.</p>                                       | <p>Same remarks apply in this suit as in the last.</p>   |
| <p>The People of the State of<br/>         New York,<br/> <i>agst.</i><br/>         Andrew V. Stout.</p>   | <p>July 19, 1858, suit discontinued on payment of costs to defendant.</p>  |
| <p>Daniel Berrien, jr.,<br/> <i>agst.</i><br/>         The Mayor, &amp;c., of the city<br/>         of New York, impleaded<br/>         with Devlin.</p> | <p>Dec. 1857, cause tried—<br/>         May following decision rendered in favor of plaintiff, with costs as against Devlin only. The Corporation were merely nominal parties.</p> |
| <p>Robert Handley,<br/> <i>agst.</i><br/>         The Mayor, &amp;c., of the city<br/>         of New York.</p>  | <p>April 5, 1858, cause argued at Special Term, and decided in favor of defendants; plaintiff appealed to General Term—appeal still pending.</p>                                   |

<p>The People, &amp;c., ex. rel.,          John P. Cumming and another,  <i>agst.</i>          The Croton Aqueduct Board.</p>	<p>December 2, 1857, motion for mandamus argued.          December 30, 1857, motion for mandamus denied.</p>
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<p>The People, &amp;c., ex. rel.,          Robert H. Ellis,  <i>agst.</i>          Azariah C. Flagg, Comptroller, &amp;c.</p>	<p>Nov. 20, 1857, motion for mandamus argued and denied, with costs to respondent. Relator appealed to the General Term. Feb. 26, 1848, appeal argued, and decision rendered March 6, 1858, affirming order of Special Term, with costs.</p>
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<p>Jonathan N. Tift and others,  <i>agst.</i></p>	<p>Foreclosure suit. The Corporation merely nominal parties.</p>
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The Mayor, &c., of the city of New York, impleaded with others.

<p>Giles Blague, jr.,  <i>agst.</i>          The Mayor, &amp;c., of the city of New York.</p>	<p>Dec. 15, 1857, cause discontinued by consent of parties.</p>
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Orrin Terry,  
*agst.*

The Mayor, &c., of the city  
of New York, and A. C.  
Flagg, impleaded, &c.

Thomas Egan,  
*agst.*

The Mayor, &c., of the city  
of New York.

Dec. 12, 1857, motion for  
an injunction restrain-  
ing defendants from  
executing lease to Asy-  
lum, argued and denied  
with costs to defend-  
ants. December 29th,  
motion for injunction  
on amended complaint  
argued and denied,  
with costs, Jan. 12,  
1858. Feb. 1858, the  
appeal from the order  
of Special Term deny-  
ing motion for injunc-  
tion was argued at the  
General Term, and a  
decision was rendered  
March, 6, 1858, affirm-  
ing the order of Special  
Term. June 29, 1858,  
cause called for trial  
on its merits, and the  
complaint was dismiss-  
ed, with costs. Plain-  
tiff appealed to General  
Term from judgment  
of Special Term. The  
appeal is still pending.

March 8, 1858, demurrer  
argued at Special Term  
March 25, 1858, decis-  
ion rendered in favor of  
defendants, with costs.

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|--|---|
| Herman Korff,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York.   | June 17, 1858, cause called<br>for trial on its merits,<br>and the complaint dis-<br>missed.  |
| David S. Condit, Assignee,<br>&c.,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York.                          | Sept. 24, 1858, cause referred<br>to J. L. Mason as referee.<br>Suit for \$80,000, under<br>Reynolds street-cleaning<br>contracts. Reference pro-<br>ceeded with in Oct., Nov.<br>and Dec. Dec. 7, 1858,<br>motion made to dismiss<br>complaint. December 18,<br>1858, decision rendered<br>by referee dismissing com-<br>plaint. |
| Jordan L. Mott, jr.,<br><i>agst.</i><br>The Board of Supervisors of<br>the county of New York.                             | April 28 and 29, 1858, cause<br>called, and tried on its<br>merits. Suit for \$60,000,<br>for glass ballot boxes.<br>Complaint dismissed, with<br>costs to defendants; plain-<br>tiff appealed to General<br>Term. Appeal still pend-<br>ing.   |
| H. Seymour Lansing, Trea-<br>surer, &c.,<br><i>agst.</i><br>The Board of Supervisors,<br>&c., of New York, and<br>another. | Suit discontinued March 11,<br>1858, by consent, on pay-<br>ment of costs to defend-<br>ants.   |

- The Mayor, &c., of the city of New York,  
*agst.*
- D. D. Conover and others  
(employees, &c.) and  
Charles Devlin and others  
(employees, &c.)
- Suit brought Jan. 4, 1858,  
for injunction restraining  
defendants from suing for  
salary during the pen-  
dency of the proceedings  
of *quo warranto* brought  
to test the title of Devlin  
and Conover to the office  
of Street Commissioner.  
Injunction order vacated  
April 20th, 1858, as to  
Devlin and employees  
upon decision of Court of  
Appeals on *quo warranto*.
- The People, &c., by Lyman  
Tremaine, their Attorney-  
General, and on the rela-  
tion of Azariah C. Flagg,  
a corporator and tax-  
payer, &c.,  
*agst.*
- July 1st, 1858, cause called  
and tried, after several  
adjournments on behalf of  
relator. Sept. 11, 1858,  
decision rendered at Spe-  
cial Term, dismissing the  
complaint.
- The Mayor, &c., of the city  
of New York, impleaded  
with Robert W. Lowber.
- Axel Ostrom,  
*agst.*
- The Mayor, &c., of the city  
of New York, impleaded  
with others.
- June 17, 1858, cause called  
and tried; complaint dis-  
missed with costs.

Edward Broderick and another,  
*agst.*  
The Mayor, &c., of the city  
of New York.

March 12, 1858, by request of the Comptroller, defendants offered to let plaintiffs take judgment for \$800, claimed to be due as a last payment on building contract. Offer accepted, and judgment entered accordingly.

William Moultrie,  
*agst.*  
The Mayor, &c., of the city  
of New York, impleaded  
with another.

May 24th, 1858, consented that cause be discontinued without costs to either party.

Jacob Sharp,  
*agst.*  
The Mayor, &c., of the city  
of New York.

Sept. 18, 1858, cause referred to M. G. Harrington as referee. Reference proceeded with during November and December; not yet finished.

The Mutual Benefit Life  
Insurance Company,  
*agst.*  
The Board of Supervisors of  
the city and county of  
New York, and others.

April 6, 1858, cause argued on demurrer before Judge Clerke, and judgment rendered in favor of defendants, with costs. Plaintiffs appealed to General Term. Appeal still pending.

The People, &c. ex rel. W.H.  
 McCartney,  
*as t.*  
 The Board of Education, &c.  
 of New York.

Dec. 17th, 1858, mandamus  
 quashed on trial of issue  
 of fact joined, before  
 Judge Davies. Relator  
 at liberty to appeal with-  
 out security.

Dudley B. Fuller,  
*agst.*  
 Jonathan W. Allen and  
 others.

Suit brought to restrain de-  
 fendants by injunction,  
 from levying on Steam-  
 ships Atlantic, Adriatic,  
 &c., to satisfy personal  
 tax due April, 1858, mo-  
 tion for injunction argued,  
 and in July order entered  
 requiring plaintiff to pay  
 into Court \$33,274 46, or  
 file bond for payment of  
 same; in default of same,  
 temporary injunction re-  
 straining defendants from  
 selling tackle, &c., to be  
 dissolved. October, 1858  
 — Demurrer interposed  
 by defendants overruled  
 with costs. Dec. 24, 1858  
 — Defendants appealed to  
 General Term from judg-  
 ment of Special Term, on  
 demurrer; appeal still  
 pending.

In the matter of the petition of Robert White and others, to vacate assessment for flagging Fifty-fourth street, &c.

Sept. 1857, witnesses examined as to facts, and motion argued; Nov. 4, 1858, decision rendered vacating assessment so far as relates to premises described in these papers.

The people, &c., James B. Taylor and Owen W. Brennan,

*agst.*

The Mayor, &c., of the city of New York, and others.

Washington Market suit; motion for appointment of a receiver of the rents, &c., concluded July 2d, 1858; August 2, 1858, decision rendered, appointing receiver; defendants appealed from order, appointing receiver to General Term; appeal argued at General Term in Nov. 1858, and not yet decided. Cause argued at Special Term on demurrer, at October Special Term, and decision rendered overruling demurrer, and allowing defendants to answer; defendants appealed to General Term; appeal still pending.



In the matter of the petition  
of Cephas H. Richardson,  
for award of services to  
unknown owners in mat-  
ter of the new Reservoir.

May 21, 1858, motion ar-  
gued; order granted di-  
recting Comptroller to  
pay awards, without costs.

In the matter of the appli-  
cation of the International  
Life Assurance Society of  
London, for a remission  
of tax of 1857.

June 12, 1858, motion for  
a writ of certiorari ar-  
gued; June 17, 1858, de-  
cision rendered affirming  
the proceedings of the  
Tax Commissioners, in  
taxing the Society on  
\$50,000 of State Stock.  
The Society appealed to  
General Term; appeal  
argued Nov. 20, 1858,  
and decision rendered  
Dec. 31, 1858, affirm-  
ing judgment at Special  
Term.

Alexander Matthews,  
*agst.*

The Mayor, &c., of the city  
of New York, impleaded  
&c.

Dec. 8, 1858; cause argued  
on demurrer, and decision  
rendered overruling de-  
murrer; defendants to  
answer on payment of  
costs.

Rupert J. Cochran,  
*agst.*  
The same.

Dec. 8, 1858; same remarks  
apply as in last cause.

In the matter of the application of the British Commercial Life Insurance Company, for a writ of certiorari,

*agst.*

The Commissioners of Taxes and Assessments of the city and county of New York, for a remission of taxes of 1856, 1857 and 1858.

William Montross,

*agst.*

The Mayor, &c., of the city of New York, impleaded, &c.

George H. Pursuer,

*agst.*

The Mayor, &c., of the city of New York.

Cornelius P. Schermerhorn,

*agst.*

The same.

June 26, 1858, papers submitted at Special Term, without argument; July 7, 1858, decision rendered confirming assessment of the Tax Commissioners as to \$50,000 in Buffalo city bonds, and setting aside assessm't on \$50,000 held in the United States bonds; the Company and the Tax Commissioners both appealed to the General Term; appeal argued Nov. 20, 1858, and decision rendered Dec. 31, 1858, affirming judgment at Special Term.

Aug. 18, 1858, cause discontinued on payment of costs to defendants.

Sept. 1858, judgment entered for plaintiff for balance of salary to date, as Corporation Attorney.

Sept. 1858, judgment entered for plaintiff for \$500 and costs, as arbitrator on Ward's Island property.

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|--|---|
| Daniel W. Whitney and<br>another,<br><i>agst.</i>              | October 7th, 8th and 9th,<br>1858, motion for injunc-<br>tion argued; Oct. 29, 1858,  |
| The Mayor, &c., of the city<br>of New York, impleaded,<br>&c.  | decision rendered deny-<br>ing perpetual injunction,<br>and dissolving temporary<br>injunction.   |
| Peter Tracey.<br><i>agst.</i>                                  | Nov., 1858, cause referred<br>to J. D. Burchard, referee,   |
| The Mayor, &c., of the city<br>of New York.                    | and cause tried; judg-<br>ment rendered for plain-<br>tiff.   |
| The People, &c., ex rel.,<br>McSpedon & Baker,<br><i>agst.</i> | Nov. 3d, 1858, motion for<br>mandamus argued and<br>granted.  |
| Andrew V. Stout, County<br>Treasurer.                          |   |
| The People, &c., ex rel.,<br>John Pettigrew,<br><i>agst.</i>   | November 24th, 1858, argu-<br>ment on motion for man-<br>damus closed; not yet de-<br>cided.  |
| Edward Cooper,<br>Street Commissioner.                         |   |
| Lawrence Worrall,<br><i>agst.</i>                              | Jan. 4, 1859, judgment ren-<br>dered for plaintiff, for<br>amount claimed for ser-<br>vices as clerk, on opening<br>or widening Duane street. |
| The Mayor, &c., of the city<br>of New York,                    |   |
| Charles K. Graham,<br><i>agst.</i>                             | January 6th, 1859, judgment<br>entered for plaintiff.   |
| The same.  |   |

Wm. H. Arthur and others, <i>agst.</i>	Jan. 6th, 1859, judgment rendered for plaintiff for
The Mayor, &c., of the city of New York,	\$88 50, for stationery furnished Commissioners in widening Duane street.
The same, <i>agst.</i>	Janu. 6th, 1859, judgment rendered for plaintiff for
The same.	\$119 63, for stationery, &c., furnished the Commissioner on the 2d ave.
Francis Hall and others, <i>agst.</i>	The same.
The same.	
The same, <i>agst.</i>	The same.
The same.	
James Brooks and another, <i>agst.</i>	The same.
The same.	
The same, <i>agst.</i>	The same.
The same.	
The People, &c., ex rel., James G. McAdam, <i>agst.</i>	Dec, 20th, 1858, motion for mandamus argued. Dec.
The Board of City Canvasers.	21, 1858; motion denied, with costs.

## SUPREME COURT.

*Kings County.*

Jesse D. Brown,	July 7th, 1858, cause discon-
<i>agst.</i>	tinued, without costs to
Wm. P. Thorn, impl'd, &c..	either party.
The same,	The same.
<i>agst.</i>	
Thos. Pearson, impl'd, &c.	
Richard S. Roberts,	May 28, 1858, cause discon-
<i>agst.</i>	tinued, on payment of costs
The Mayor, &c., of the city	to defendants.
of New York.	

## SUPREME COURT,

*Westchester County.*

Francis Larkin,	Jan. 4th, 1858, cause tried on
<i>agst.</i>	its merits, before Judge
The Mayor, &c., of the city	Barculo, at Poughkeepsie.
of New York.	Jan. 19th, 1858; decision
	rendered in favor of de-
	fendants.

## SUPREME COURT,

*Albany County.*

The People of the State of	Sept., 1858, judgment ren-
New York,	dered for plaintiffs by in-
<i>agst.</i>	quest; claim admitted by
Andrew V. Stout, Cham-	the Comptroller; defence
berlain, &c.	put in for trial.

## SUPERIOR COURT,

*Of the City of New York.*

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| The Mayor, &c., of the city<br>of New York,<br><i>agst.</i><br>John T. Allen.       | June 18th, 1858, cause referred to Hon. William Mitchell, as referee, Nov. and Dec., trial of cause proceeded with; not yet finished.   |
| Terrence Fitzgerald,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York. | Feb. 9th, 1856, trial of cause commenced before court and jury; court ordered a reference to R. C. Leveridge, Esq., as referee. Trial of cause proceeded with before referee in the years 1857 and 1858; not yet finished.  |
| William H. Adams,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York.    | Jan. 14th, 1858, cause tried, and complaint dismissed with costs; plaintiff appealed to General Term. June 18th, 1858, cause argued at General Term, and decision rendered, affirming decision of Special Term, with costs. |
| Alfred White,<br><i>gast.</i><br>Azariah C. Flagg.                                  | Suit never prosecuted since the death of plaintiff's attorney, W. S. Rowland.   |

Daniel Dodge and another,  
*agst.*

Fernando Wood, &c.

"Ship Joseph Walker" case; cause tried in the early part of 1858, when the jury failed to agree. Cause tried the second time in Nov., 1858, trial lasted a week. Nov. 13, 1858, verdict rendered for plaintiffs, for \$12,788, with allowance of \$250 by court. Stay of proceedings granted and case made for Special Term to review verdict; still pending.

The Farmers' Loan and Trust  
Company,  
*agst.*

The Mayor, &c., of the city of  
New York.

Oct. 16, 1855, cause referred to Henry Nichol, Esq., as referee. Trial of cause proceeded with before referee during Dec., 1855, and January and February, 1856. Cause finally closed before referee February 19, 1858; March 5, 1858, decision rendered for plaintiff for \$1,356 50. Defendants appealed to Gen'al Term; November 8, 1858, cause argued at General Term; not yet decided.

Thomas Steers,  
*agst.*  
The Mayor, &c., of the city  
of New York.

March 22, 1858, cause tried  
and judgment rendered  
for plaintiff for \$182 06,  
subject to decision of  
General Term; October,  
1858, cause submitted to  
General Term, and deci-  
sion rendered affirming  
judgment of Special  
Term.

Adolphus Mincho,  
*agst.*  
The Mayor, &c., of the city  
of New York.

November 16, 1858, cause  
tried and complaint dis-  
missed; to be heard on  
exceptions, in first in-  
stance at General Term;  
December 15, 1858, cause  
argued at General Term;  
December 31, 1858, deci-  
sion rendered, affirming  
Special Term decision.

James McNulty,  
*agst.*  
The Mayor, &c., of the city  
of New York.

The same remarks apply as  
in last cause.

John F. Williams,  
*agst.*  
The same.

April, 1856, suit settled and  
same discontinued.



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| <p>Henry B. Greenwood,<br/><i>agst.</i><br/>The Mayor, &amp;c., of the city<br/>of New York.</p> | <p>February 25, 1858, cause<br/>tried and verdict rendered<br/>for plaintiff for<br/>\$3000, subject to opinion<br/>of General Term in the<br/>first instance. The case<br/>for General Term was<br/>never prepared by plaintiff.</p>   |
| <p>Charles Disch,<br/><i>agst.</i><br/>The Mayor, &amp;c., of the city<br/>of New York.</p>      | <p>October 20, 1858, cause<br/>tried and verdict rendered<br/>for plaintiff for<br/>nominal amount; to be<br/>heard at General Term<br/>on exceptions.</p>  |
| <p>George S. St. John,<br/><i>agst.</i><br/>The Mayor, &amp;c., of the city<br/>of New York.</p> | <p>March 15 and 16, 1858,<br/>cause tried and verdict<br/>rendered for plaintiff for<br/>\$2,000; defendants appealed<br/>to General Term;<br/>June 18, 1858, cause submitted<br/>to General Term,<br/>on cases and points, and<br/>in August, 1858, decision<br/>rendered affirming judgment<br/>at Special Term;<br/>defendants appealed to<br/>Court of Appeals; appeal<br/>still pending.</p> |

- Gertrude Cutting,  
*agst.*  
The Mayor, &c., of the city  
of New York,  
April, 1857, cause discontinued by consent of parties, defendants refraining from doing acts sought to be restrained.
- John Garrison,  
*agst.*  
The Mayor, &c., of the city  
of New York.  
November 23 and 24, 1858, cause tried and complaint dismissed; plaintiff appealed to General Term; appeal still pending.
- Margaret S. McNair,  
*agst.*  
The Mayor, &c., of the city  
of New York.  
November 23, 1858, cause tried; verdict rendered for plaintiff for \$67, for loss of baggage from a pier.
- Francis Leland, Presid't, &c.,  
*agst.*  
The Mayor, &c., of the city  
of New York.  
November 10, 1858, cause referred by the Courts to James M. Smith, Jr., as referee; reference proceeded with during November and December; not yet finished.
- Rose Joel,  
*agst.*  
The Mayor, &c., of the city  
of New York.  
May 21, 1858, cause tried; May 24, 1858, verdict rendered for defendant; October 25, 1858, case reviewed at Special Term; November 5, 1858, decision rendered, ordering new trial on payment of costs to defendants.

- Robert G. Bonesteel,  
*agst.*  
The Mayor, &c., of the city  
of New York. September 17, 1858, cause  
referred by Court to  
Henry J. Scudder, Esq.,  
as referee; cause tried be-  
fore referee, and decision  
rendered in favor of de-  
fendants.
- Sam'l F. Whiting, Receiver,  
&c.,  
*agst.*  
The Mayor, &c., of the city  
of New York. September 17, 1857, cause  
referred to Wm. T. Horn,  
Esq., as referee; reference  
proceeded with; October  
26, 1858, referee resigned  
and Court appointed an-  
other; reference proceed-  
ed with during November  
and December, 1858; De-  
cember —, 1858, decision  
rendered in favor of plain-  
tiff.
- John Pettigrew,  
*agst.*  
The Mayor, &c., of the city  
of New York. December 10, 1857, cause  
referred to Richard Mott,  
Esq.; trial of cause pro-  
ceeded with; not yet fin-  
ished.
- William D. Swart,  
*agst.*  
The Mayor, &c., of the city  
of New York. October 27, 1857, cause re-  
ferred by court to Wm.  
H. Wallis, Esq., as re-  
feree; cause tried before  
referee, and decision ren-  
dered in favor of defen-  
dants.

David L. White,  
*agst.*  
The Mayor, &c., of the city  
of New York.

September 15, 1858, cause referred by court to William Fullerton, Esq., as referee; cause tried; decision rendered in favor of plaintiff.

Christian B. Morrison,  
*agst.*  
The Mayor, &c., of the city  
of New York.

September 15, 1858, cause referred to William Fullerton, as referee; cause tried, and decision rendered for plaintiff.

James B. Brady,  
*agst.*  
The Mayor, &c., of the city  
of New York.

November 27, 1858, cause referred to M. R. Brewer, Esq., as referee; trial proceeded with; not yet finished.

William B. Reynolds,  
*agst.*  
The Mayor, &c., of the city  
of New York.

December 8, 1857, demurrer argued; April, 1858, decision rendered overruling demurrer; defendants appealed to General Term; June 19, 1858, appeal argued, and decision rendered, affirming judgment at Special Term.

William V. Adams,  
*agst.*  
The Mayor, &c., of the city  
of New York.

1857, cause tried, and judgment rendered for plaintiff.

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|---|---|
| William N. McIntire,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York. | November 16, 1857, cause<br>referred by court to The-<br>odore Sedgwick, Esq., as<br>referee; cause tried be-<br>fore referee, and deci-<br>sion rendered in favor of<br>plaintiff; defendants ap-<br>pealed to General Term;<br>appeal afterwards aban-<br>doned.  |
| James Brooks, and Erastus<br>Brooks,<br><i>agst.</i><br>The same.                   | March, 1858, judgment en-<br>tered for plaintiff; claim<br>for printing and publish-<br>ing; no defence.  |
| John J. Gorman,<br><i>agst.</i><br>The same.  | Claim settled by Comptrol-<br>ler in 1858; suit discon-<br>tinued November 30, 1858,<br>without costs.  |
| Edward Linnen,<br><i>agst.</i><br>The same.   | January 25, 1858, motion<br>to strike out answer, as<br>shown, denied by court;<br>March 9, 1858, inquest<br>taken against defendants,<br>in default of an affidavit<br>of merits, on part of de-<br>fendants; although the an-<br>swer was sworn to by the<br>Comptroller, he refused<br>to make the affidavit of<br>merits. |

John La Farge, <i>agst.</i> The Mayor, &c., of the city of New York.	April 7, 1858, cause discontinued, without costs to either party.
James Brooks and Erastus Brooks, <i>agst.</i> The Mayor, &c., of the city of New York.	June, 1858, judgment entered for plaintiff; claim for printing and publishing notices for the city; no defence.
William V. Leggett, <i>agst.</i> The same.	October 20, 1858, cause referred; tried during October and November; not yet decided.
Matthias Gooderson, <i>agst.</i> The same.	July, 1858, judgment entered in favor of plaintiff.
David R. Smith, <i>agst.</i> The same.	September 3, 1858, cause referred; cause tried September and October; not yet decided.
William V. Adams, <i>agst.</i> The same.	The same remarks apply in this as in the last case.
James Brooks and another, <i>agst.</i> The same.	August, 1858, judgment entered in favor of plaintiff; claim for printing, &c., notices of city; no defence.

- George H. Purser,  
*agst.*  
The same.      December 22, 1858, cause tried, and judgment rendered for plaintiff: claim as assignee of Thomas N. Carr, for Commissioner's fees, in opening Fifty-ninth street.
- James Brooks and another,  
*agst.*  
The same.      October, 1858, judgment entered for plaintiff;—claim for publishing notices of city; no defence.
- John C. Young,  
*agst.*  
The Mayor, &c., of the city of New York.      Nov. 24, 1858, cause referred. Trial proceeded with—not yet finished.
- Thomas Carroll,  
*agst.*  
The same.      Oct. 1858, suit settled by Mayor. Action for disbursements in corporation counsel's office.
- Richard Tweed, jr.,  
*agst.*  
The same.      Dec. 27, 1858, cause referred. Trial proceeded with—not yet finished.
- John M. B. Davidson,  
*agst.*  
The same.      Nov. 8, 1858, cause referred. Cause tried and decision rendered in favor of the plaintiff.
- Walter R. Havens,  
*agst.*  
The same.      Nov. 10, 1858, cause referred and tried; decision rendered in favor of the plaintiff.

William M. Tweed, <i>agst.</i> The same.	Dec. 27, 1858, cause referred. Trial proceeded with—not yet finished.
Joseph Hughes, <i>agst.</i> The same.	The same.
Geo. T. Plume and another, <i>agst.</i> The same.	The same.
Geo. Mountjoy, Adm'r, &c., <i>agst.</i> The same.	October 27, 1858, claim allowed by Street Commissioner.
Cornelius H. Whitaker, <i>agst.</i> The Mayor, &c., of the city of New York.	Nov. 10, 1858, claim examined and found correct; no defence. Plaintiff to enter judgment.
James Brooks and another, <i>agst.</i> The same.	November, 1858, judgment entered for plaintiff.—Claim for publishing, &c; no defence.
Thomas H. Ferris, <i>agst.</i> The same.	November, 1858, judgment entered for plaintiff; no defence.
Seth R. Foster, <i>agst.</i> The same.	November, 1858, judgment entered for plaintiff, by consent, after receiving letters from proper departments stating that the claim was just, and that no defence could be put in.



Charles J. Abrams,  
*agst.*

December, 1858, judgment  
entered for plaintiff.

The same.

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COURT OF COMMON PLEAS,

*For the City and County of New York.*

Edward Reed,  
*agst.*

Nov. 10, 11 and 12, 1858,  
cause tried. Verdict ren-  
dered for plaintiff, for  
\$2,200, for overflowing  
premises.

The Mayor, &c., of the city  
of New York.

Michael Harrison,  
*agst.*

Feb. 19, 1858, cause tried  
and complaint dismissed  
with costs. Plaintiff ap-  
pealed to General Term.  
Appeal still pending.

The Mayor, &c., of the city  
of New York, impleaded,  
&c.

Selah Squires,  
*agst.*

August 25, 1858, reference  
ordered by court; cause  
tried during October, and  
decision rendered in favor  
of plaintiff.

The Mayor, &c., of the city  
of New York.

Christopher C. Ellis,  
*agst.*

Sept. 17th, 1857, reference  
ordered to Wm. T. Horn,  
Esq. Cause tried during  
Oct., Nov., Feb. & March  
next, and decision ren-  
dered in favor of plaintiff  
for \$670 70. Defendants  
appealed to General term.  
Appeal still pending.

The same.

Jesse H. Ludlam, <i>agst.</i> The same.	Nov. 10, 1853, cause referred—trial closed, and decision rendered in favor of plaintiff for \$220.
John Brainerd, <i>agst.</i> The same.	May 1, 1858, cause discontinued without costs to either party.
Thomas Brady, <i>agst.</i> The same.	June 9th, 1858, cause tried and verdict rendered for plaintiff. Defendants appealed to General Term. Appeal still pending.
Leonidas S. Osborne, <i>agst.</i> The Mayor, &c., of the city of New York.	Feb. 10, 1858, suit settled by Comptroller. Claim for salary as clerk of Jefferson market.
Alexander Ming, <i>agst.</i> The same.	May 7, 1858, cause tried. May 12, 1858, decision rendered dismissing complaint.
Thomas Smith, <i>agst.</i> The same.	March 10, 1858, cause tried. Verdict rendered for plaintiff for \$750. Claim for loss of child off a pier.
John L. Martin, <i>agst.</i> The same.	May 15, 1858, cause discontinued on payment of costs to defendants.

Frederick A. Petersen,  
*agst.*

The Mayor, &c., of the city  
of New York.

December 5, 1853, cause tried and complaint dismissed with costs. Plaintiff appealed to General Term, July 6, 1855, appeal argued. November 3, 1855, motion for new trial denied with costs. Plaintiff appealed to the Court of Appeals. March Term, 1858, cause argued in Court of Appeals. June Term decision rendered reversing judgment below, and ordering new trial. December 9, 1858, cause tried second time, and verdict rendered for plaintiff. Defendant appealed to General Term; still pending; claim for plans of Washington market furnished committee.

James Green,  
*agst.*

The same.

December Term, 1858, decision rendered at General Term in favor of plaintiff—claim for increased salary as Judge of the 1st District Court.

The same,  
*agst.*

The same.

The same.

The same,  
*agst.*

The same.

The same.

The same,  
*agst.*

The same.

The same.

The same,  
*agst.*

The same.

The same.

James Green.  
*ngst.*  
The same.

Suit for increased salary as Judge of the 1st District Court. November 23, 1857, demurrer argued, and decision rendered in favor of defendants. Plaintiff appealed to General Term. March 24, 1858, cause argued, and decision rendered reversing judgment below, and ordering a new trial. May 1st, 1858, cause re-tried, and in December judgment rendered for plaintiff.

William Wallace,  
*agst.*  
The Mayor, &c., of the city  
of New York.

December 14, 1857, cause  
tried, and verdict render-  
ed for plaintiff for \$500.  
Defendants appealed to  
General Term. Cause  
argued at General Term,  
April 26, 1858—not yet  
decided — claim for in-  
juries received by falling  
into an excavation.

Patrick Coyle,  
*agst.*  
The same.

December 19, 1857, cause  
tried, and in February,  
1858, decision rendered  
in favor of plaintiff. De-  
fendants appealed to Gen-  
eral Term. April 28,  
1858, appeal argued, and  
decision rendered affirm-  
ing judgment below.

Charles Devlin,  
*agst.*  
The same.

Dec. 1857, judgment enter-  
ed for plaintiff—suit for  
salary as Street Commis-  
sioner.

Cornelius Smith,  
*agst.*  
The same.

Suit for building a sewer.  
December 4, 1858, claim  
acknowledged to be due  
by Comptroller, who of-  
fered plaintiff payment in  
Assessment Bonds, which  
were declined; judgment  
entered for plaintiff.

William Chamberlain, <i>agst.</i> The Mayor, &c., of the city of New York.	May 5, 1858, cause tried and verdict rendered for plaintiff for \$183 49— suit for "sick pay" as policeman.
Patrick Treacy, <i>agst.</i> The same.	June 7, 1858, demurrer ar- gued. June 21, 1858, de- cision rendered dismissing complaint, with costs to to defendants.
Thomas Gearty, <i>agst.</i> The same.	December 8, 1858, com- plaint dismissed, with costs.
Hugh Mc Cabe. <i>agst.</i> The same.	June 7, 1858, demurrer ar- gued. June 21, 1858 decision rendered dismiss- ing complaint, with costs to defendants.
Isaac A. Lattin, <i>agst.</i> The same.	June 24, 1858, cause tried and complaint dismissed, with costs to defendants.
Robert F. Allason, <i>agst.</i> The same.	October 19, 1858, cause tried and verdict render- ed for plaintiff—suit for increased salary as police- man.
Augustus Weed, <i>agst.</i> The same.	Nov. 11, 1858, judgment en- tered in favor of plain- tiff; suit for increased salary as policeman.

Robert J. Brown, <i>agst.</i> The same.	The same.
William C. Lyons, <i>agst.</i> The same.	Dec. 8, 1858, complaint dismissed with costs.
Edward Smith, <i>agst.</i> The same.	June 18th, 1858, cause tried, and complaint dismissed. Plaintiff appealed to General Term; still pending.
John Mackesy and wife, <i>agst.</i> The same.	April 5th, 1858, demurrer argued and decision rendered for defendants.
The Mayor, &c., of the city of New York. <i>agst.</i> Walter S. Griffiths and others.	April, 1858, cause discontinued by consent of parties.
Israel C. Lawrence, <i>agst.</i> The Mayor, &c., of the city of New York,	Oct. 11 and 12, 1858, cause tried and complaint dismissed. Plaintiff appealed to General Term. Still pending.
Owen Eagan, <i>agst.</i> The Croton Aqueduct B'd.	Dec. 15th, 1858, cause tried and complaint dismissed with costs.

William F. Mott, <i>agst.</i> The Mayor, &c., of the city of New York.	Dec. 10th, 1858, cause tried and verdict rendered for plaintiff. Defendants ap- pealed to General Term; still pending. Suit for damages to premises, in consequence of change of grade of New Bowery and intersecting streets.
Edward C. McConnell, <i>agst.</i> The same.	May 22d, 1858, suit discon- tinued without costs to either party.
Naphtali J. Phillips, <i>agst.</i> The same.	Sept. 9, 1858, cause referred and subsequently tried— decision rendered for plaintiff.
John Creighton, <i>agst.</i> The same.	Same remarks. Suit for services as Reader in the Board of Aldermen.
Henry C. Hope, <i>agst.</i> The same.	Nov. 1858, judgment entered in favor of plaintiff; suit for salary as policeman.
Richard Flanagan, <i>agst.</i> The same.	Sept. 9, 1858, cause referred and subsequently tried; decision rendered in favor of plaintiff.
John Odell, <i>agst.</i> The same.	Sept., 1858, cause tried and judgment rendered for plaintiff; claim for Inspec- tor's services.



Lewin, Ingersoll and others <i>agst.</i> The same.	Oct. 1858, cause tried—not yet decided.
William H. Faulkner, <i>agst.</i> The same.	Suit for salary as Regulator of public clocks. Comptroller settled claim Aug. 2d, 1858, and suit discontinued.
The New York and Harlem R. R. Company, <i>agst.</i> The same impleaded with [ others.	July 9 and 12, 1858, motion for injunction argued and denied by court with costs to defendants.
John Pettigrew, <i>agst.</i> The Mayor, &c., of the city of New York.	Oct. 22d, 1858, judgment entered for plaintiff for \$972 61, including costs ; no defence. Suit to recover amount of Inspector's fees retained by Comptroller out of contract price; no Inspector was ever employed on the street.
Egbert E. Viele, <i>agst.</i> The same.	Sept 1858, judgment entered for plaintiff; no defence.
Geo. W. Riblet, <i>agst.</i> The same.	Oct. 1858, judgment entered for plaintiff—no defence. Suit for salary as Clerk of Police Court.

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| Peter Ten Eyck & another,<br><i>agst.</i><br>The same, impleaded with<br>others. | Sept. 25, 27, 28, 29 and 30<br>1858, motion for injunction argued and denied,<br>with costs to defendants.  |
| Alfred W. Craven,<br><i>agst.</i><br>The Mayor, &c., of the city<br>of New York. | Nov. 13th, 1858, judgment<br>entered for plaintiff; no<br>defence; suit for increased<br>salary as chief engineer<br>of Croton Aqueduct B'd.      |
| Edward Boyle,<br><i>agst.</i><br>The same.                                       | Oct. 1858, judgment entered<br>for plaintiff—no defence ;<br>action for surveyor's fees<br>in opening Second ave-<br>nue.                         |
| Edward O'Brien,<br><i>agst.</i><br>The same.                                     | Nov. 17, 1858, cause discon-<br>tinued, without costs to<br>either party.   |
| Theodore R. De Forest,<br><i>agst.</i><br>The same.                              | Dec. 1858, judgment entered<br>for plaintiff—no defence ;<br>action for increased salary<br>as Assistant Commissioner<br>of Croton Aqueduct B'rd. |
| Wildes P. Walker,<br><i>agst.</i><br>The same.                                   | Dec. 1858, judgment entered<br>for plaintiff—no defence;<br>suit for rent of room used<br>by Commissioners on the<br>Second Avenue.               |

## UNITED STATES CIRCUIT COURT.

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| <p>Franklin Ranson and<br/>another.<br/><i>agst.</i><br/>The Mayor, &amp;c., of the city<br/>of New York.</p> | <p>Action for infringement of<br/>patent in fire engines.<br/>Dec. 18 to 24, 1856, cause<br/>tried and verdict rendered<br/>for plaintiff, for \$20,000.<br/>Dec. 19, 1857, motion to<br/>vacate judgment argued<br/>and granted on payment<br/>of costs. Jan. 9 to 11th<br/>1858, motion for new trial<br/>argued. February, 1858,<br/>decision rendered denying<br/>same, but allowing defen-<br/>dants to turn case into<br/>bill of exceptions. De-<br/>fendants appealed to the<br/>Supreme Court of the<br/>United States. Appeal<br/>still pending.</p> |
| <p>James Bogardus,<br/><i>agst.</i><br/>The same.</p>   | <p>April 7, 8 and 9, 1858, cause<br/>tried and verdict rendered<br/>for plaintiff, for \$288; suit<br/>for infringement of patent<br/>for building iron houses<br/>in putting up bell tower.</p>   |
| <p>The New York and New<br/>Haven Railroad Co.<br/><i>agst.</i><br/>The same, impleaded, &amp;c.</p>          | <p>July 23 and 24, 1858, motion<br/>for injunction argued, and<br/>decision rendered denying<br/>motion and in favor of the<br/>defendants.</p>  |

## UNITED STATES DISTRICT COURT.

Maturin Livingston,	May 28, 1858, cause discon-
<i>agst</i>	tinued on payment of costs
The barge Munroe, her	to claimants.
tackle, &c.	

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## MARINE COURT.

John Branigan,	April 23, 1858, judgment
<i>vs.</i>	for plaintiff.
The Mayor, &c.	
Bartholomew Carrick,	
<i>vs.</i>	Same.
The same.	
William Baird,	
<i>vs.</i>	Same.
Same.	
Thomas H. Ferris,	
<i>vs.</i>	Same.
Same.	
William A. McSpedon,	
<i>vs.</i>	Same.
Same.	
William Turner,	
<i>vs.</i>	Same.
Same.	
Daniel Witter,	
<i>vs.</i>	Same.
Same.	

Benjamin P. Fairchild,	
vs.	Same.
Same.	
Bernard Kelly,	
vs.	Same.
Same.	
William J. Bailey,	
vs.	Same.
Same.	
Charles H. Ring,	February 15, 1858, discontinued.
vs.	
Same.	
Timothy Waters,	January 15, 1858, judgment for plaintiffs.
vs.	
Same.	
Robert V. Mackay, et al.,	
vs.	Same.
Same.	
George H. Purser,	
vs.	Same.
Same.	
Joseph B. Brown,	
vs.	Same.
Same.	
James Reed,	
vs.	Jan. 22, 1858, same.
Same.	
James McGowan,	
vs.	Same.
Same.	

Henry W. Genet,

*vs.*

March 23, 1858, same.

Same.

Gilbert Dugan,

*vs.*

March 29, 1858, judgment  
for plaintiff.

Same.

Charles Golden,

*vs.*

Feb. 5, 1858, same.

Same.

Thomas Malony,

*vs.*

March 23, 1858, same.

Same.

John Quinn,

*vs.*

Feb. 3, 1858, same.

Same.

William Clowe,

*vs.*

Same.

Same.

James G. Cooper,

*vs.*

Same.

Same.

Richard G. Hunt,

*vs.*

Same.

Same.

Martin Owens,

*vs.*

April 28, 1858, same.

Same.

James McFarland,	
vs.	Feb. 3. 1858, same.
Same.	
Patrick Hupt,	
vs.	Same.
Same.	
Same,	
vs.	Same.
Same.	
Gabriel Van Cott,	
vs.	Feb. 23, 1858, same.
Same.	
Thomas Gurney.	
vs.	April 7, 1858, same.
Same.	
Edward Jones,	
vs.	Feb. 29, 1858, same.
Same.	
Otis Schemerhorn,	
vs.	Discontinued.
Same.	
Albert S. Banta,	March 9, 1858. judgment
vs.	plaintiff.
Same.	
Patrick Connell,	
vs.	April 10, 1858, same.
Same.	
Edward Windust,	
vs.	Same.
Same.	

John M. Morenes, <i>vs.</i> Same.	March 18, 1858, same.
Charles Sweeney, <i>vs.</i> Same.	Withdrawn.
Charles K. Smith, <i>vs.</i> Same.	Same.
Charles Sweeney, <i>vs.</i> Same.	Dismissed.
James B. Warden, <i>vs.</i> Same.	May 7, 1858, judgment for plaintiff.
Richard P. H. Abell, <i>vs.</i> Same.	March 29, 1858, same.
Dennis Hannly, <i>vs.</i> Same.	April 10, 1858, same.
Isaac Robinson, <i>vs.</i> Same.	Same.
Peter Banta, <i>vs.</i> Same.	Same.
Daniel Linn, <i>vs.</i> Same.	Same.



David P. M. Brien,	
vs.	Same.
Same.	
John Cutter,	
vs.	Same.
Same.	
Patrick Burke,	
vs.	Same.
Same.	
Walter Cassin,	
vs.	April 6, 1858, same.
Same.	
Edward Witherell,	
vs.	Same.
Same.	
Nathaniel Jarvis, Jr.,	
vs.	Same.
Same.	
Robert McAdor,	
vs.	April 9, 1858, same.
Same.	
Dennison Porkes,	
vs.	April 10, 1858, same.
Same.	
James McLaughlin,	
vs.	Same.
Same.	
Robert Simonson,	
vs.	Same.
Same.	

James Neary, <i>vs.</i> Same.	Same.
Oscar Clark, <i>vs.</i> Same.	Same.
Robert V. Mackay, <i>vs.</i> Same.	April 15, 1858, same.
Henry C. Wooley, <i>vs.</i> Same.	Same.
James Weed, <i>vs.</i> Same.	April 23, 1858, same.
John Maxwell, <i>vs.</i> Same.	July 27, 1858, judgment for defendant.
Dennis Hanly, <i>vs.</i> Same.	June 10, 1858, judgment for plaintiff.
Jacob T. Smith, <i>vs.</i> Same.	July 9, 1858, same.
Wessel S. Smith, <i>vs.</i> Same.	May 4, 1858, same.

John Brainard, vs. Same.	Dismissed.
Patrick Russell, vs. Same.	Same.
Samuel McBride, vs.	Same.
Thomas Malony, vs. Same.	Same.
Patrick Burris, vs. Same.	Same.
Isaiah Keyser, vs. Same.	Same.
Henry W. Genet, vs. Same.	Same.
Theodore Stuyvesant, vs. Same.	Same.
Robert Foster, vs. Same.	Same.

William Charlock, vs. Same.	Same.
Patrick Flynn, vs. Same.	Same.
Philip Kelley, vs. Same.	Same.
James Donnelly, vs. Same.	Same.
Henry C. Hope, vs. Same.	Discontinued without costs.
Lewis Mealio, vs. Same.	August 2, 1858, judgment for plaintiff.
John Dalton, vs. Same.	Same.
John Brainard, vs. Same.	June 15, 1858, judgment for defendant.
James Clark, vs. Same.	Discontinued.

Hugh Rourke,  
*vs.* July 14, 1858, judgment for  
plaintiff.

Same.

James Clarke,  
*vs.* Discontinued.

Same.

John H. White,  
*vs.* Same.

Same.

Abel J. Stetson,  
*vs.* August 10, 1858, judgment  
for defendant.

Same.

Luke Torbos, et al.,  
*vs.* July 8th, 1858, judgment for  
defendants.

Same.

Wm. H. Faulkner,  
*vs.* Discontinued.

Same,

Albert S. Banta,  
*vs.* August 7th, 1858, judgment  
for plaintiff.

Same.

David R. Smith,  
*vs.* July 20th, 1858, same.

Same.

Same.

*vs.*

Same.

Same.

Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Wm. V. Adams, <sup>3</sup> <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Jarvis Cruise, <i>vs.</i> Same.	July 19, 1858, same.
Patrick H. Waters, <i>vs.</i> Same.	August 25th, 1858, judgment for plaintiff.
Daniel Higgins, <i>vs.</i> Same.	Same.

William Monteith, <i>vs.</i> Same.	Sept. 10, 1858, same.
James M. Boyd, <i>vs.</i> Same.	Oct. 9, 1858, same.
John B. Frink, <i>vs.</i> Same.	August 15, 1858, judgment for defendant.
Henry C. Wooley, <i>vs.</i> Same.	August 3d, 1858, judgment for plaintiff.
Patrick Quinn, <i>vs.</i> Same.	August 7, 1858, same.
Bernard McPaulin, <i>vs.</i> Same.	Sept. 3, 1858, same.
Frederick Johnston, <i>vs.</i> Same.	Same.
Daniel Delancy, <i>vs.</i> Same.	August 7th, 1858, judgment for defendants.
Frank A. Churchill, <i>vs.</i> Same.	August 26th, 1858, judgment for plaintiff.

Joseph B. Smith, <i>vs.</i> Same.	Same.
Gilbert W. Oliver, <i>vs.</i> Same.	Same.
John Bayless, <i>vs.</i> Same.	August 7, 1858, same.
Benj. P. Fairchild, <i>vs.</i> Same.	Same.
Joseph Firth, <i>vs.</i> Same.	Same.
Thomas Wadling, <i>vs.</i> Same.	August 3d, 1858, dismissed.
Thomas Fitzgerald, <i>vs.</i> Same.	August 7th, 1858, judgment for defendants.
Laurence G. Gourding, <i>vs.</i> Same.	September 16, 1858, Judgment for plaintiff.
Joseph Leon, <i>vs.</i> Same.	Discontinued.
C. H. Reynolds, <i>vs.</i> The same.	August 26, 1858, judgment for plaintiff.



Wm. J. J. McGrath,

*vs.*

The same.

The same.

John Penbroke,

*vs.*

Dismissed.

The same.

Charles C. Prentiss,

*vs.*

August 26, 1858,  
judgment for plaintiff.

The same.

James M. Bassron,

*vs.*

September, 25, 1858, judg-  
ment for defendant.

The same.

William Coulter,

*vs.*

September 25, 1858, judg-  
ment for plaintiff.

The same.

Michael Conroy,

*vs.*

September 17, 1858,

The same.

The same.

John F. Robertson,

*vs.*

Same.

Same.

Thomas Wadling,

*vs.*

Same.

Same.

William Baird,

*vs.*

Same.

Same.

Charles Mackee,	
vs.	Same.
Same.	
Perrie V. Wesson,	September 16, 1858.
vs.	Same.
Same.	
Richard Fitzpatrick,	
vs.	Same.
Same.	
Francis Reidel,	
vs.	Same.
Same.	
Henry C. Wooley,	
vs.	Same.
Same.	
Edward Kiernan,	
vs.	Same.
Same.	
Albert J. Terhune,	
vs.	Same.
Same.	
James Clarke,	
vs.	Same.
Same.	
Henry Marshall,	
vs.	Same.
Same.	

Nicholas Sexton, <i>vs.</i> Same.	Same.
Samuel C. Foster, <i>vs.</i> Same.	September 7, 1858, Same.
John Armstrong, <i>vs.</i> Same.	September 25, 1858. Same.
Frederick Johnston, <i>vs.</i> Same.	September 16, 1858, Same.
Abraham Ackerman, <i>vs.</i> Same.	September 13, 1858. Same.
William Mansfield, <i>vs.</i> Same.	Same.
Edward Letts, <i>vs.</i> Same.	Same.
William Seebach, <i>vs.</i> Same.	Same.
James Crowe, <i>vs.</i> Same.	Same.

Harris Wines, jr.,

*vs.*

Same.

Same.

Thomas Carroll,

*vs.*

Dismissed.

Same.

Charles Miller,

*vs.*

September 28, 1858, judgment for plaintiff.

Same.

Lyman Taylor,

*vs.*

Same.

Same.

John A. Barnes,

*vs.*

Same.

Same.

John Hogan,

*vs.*

Same.

Same.

Thomas Wadling,

*vs.*

September 25, 1858.

Same.

Same.

John C. Smith,

*vs.*

September 28, 1858.

Same.

Same.

James McClain,

*vs.*

Same.

Same.

Charles Doane, <i>vs.</i> Same.	Same.
Anthony Miller, <i>vs.</i> Same.	Same.
Alfred A. Donalds, <i>vs.</i> Same.	Same.
Patrick Dooley, <i>vs.</i> Same.	Same.
John Gunson, <i>vs.</i> Same.	Same.
James Lawrence, <i>vs.</i> Same.	Same.
Francis P. Videl, <i>vs.</i> Same.	Same.
James O. Lewis, <i>vs.</i> Same.	Same.
Patrick Murphy, <i>vs.</i> Same.	Same.

Edward Haloran,

*vs.*

Same.

Same.

Stephen Mann,

*vs.*

Same.

Same.

Joseph Swenarton,

*vs.*

Dismissed.

Same.

Peter McIntyre,

*vs.*

September 28, 1858; judgment for plaintiff.

Same.

John S. Masterson,

*vs.*

Same.

Same.

John Quinn,

*vs.*

Same.

Same.

Joseph B. Smith,

*vs.*

October 14, 1858; judgment for plaintiff.

Same.

Same,

*vs.*

Same.

Same.

Charles M. Reed,

*vs.*

Same.

Same.

Same	
<i>vs.</i>	Same.
Same.	
George W. Barrett,	October 7, 1858.
<i>vs.</i>	Same.
Same	
Joseph B. Smith,	October 14, 1858.
<i>vs.</i>	Same.
Same	
Same	
<i>vs.</i>	Same.
Same.	
Charles M. Reed,	
<i>vs.</i>	Same.
Same.	
Same	
<i>vs.</i>	Same.
Same.	
Thomas C. Field,	
<i>vs.</i>	Withdrawn.
Same.	
Andrew J. Garvey,	October 14, 1858.
<i>vs.</i>	Judgment for plaintiff.
Same.	
George C. Penchard,	
<i>vs.</i>	Same.
Same.	

John Garvey,

*vs.*

Same.

Same.

Charles C. Fordham,

*vs.*

Same.

Same.

Thomas F. Brindsmade,

*vs.*October 27, 1858.  
Judgment for plaintiff.

Same.

Thomas Carroll,

*vs.*

Same.

Same.

Morris Keane,

*vs.*

October, 18, 1858.

Same.

Same.

Robert E. Bateman,

*vs.*

Same.

Same.

Robert A. Lamont,

*vs.*

October 23, 1858.

Same.

Same.

John Dugan,

*vs.*

Same.

Same.

Reyryn Perkins,

*vs.*

Same.

Same.



Patrick Smith, <i>vs.</i> Same.	Same.
John Gillen, <i>vs.</i> Same.	Same.
William Joyce, <i>vs.</i> Same.	Same.
Daniel Farlon, <i>vs.</i> Same.	Same.
Richard Sharpe, <i>vs.</i> Same.	October 28, 1858. Same.
John T. Belch, <i>vs.</i> Same.	Same.
Thomas Burns. <i>vs.</i> Same.	November 5, 1858. Same.
Thomas Stewart, <i>vs.</i> Same.	Same.
William H. Dayton, <i>vs.</i> Same.	Same.

Michael Green, <i>vs.</i> Same.	Same.
Patrick Wholan, <i>os.</i> Same.	Same.
John H. McCabe, <i>vs.</i> Same.	Same.
Michael Reynolds. <i>vs.</i> Same.	Same.
James Saxton, <i>vs.</i> Same.	Same.
William B. Holmes, <i>vs.</i> Same.	November 22, 1858. Same.
Philip Tabb, <i>vs.</i> Same.	November 12, 1858. Same.
William L. Stewart, <i>vs.</i> Same.	November 9, 1858. Same.
William Hague, <i>vs.</i> Same.	November 10, 1858. Same.

William B. Stone,

*vs.*

Same.

Same.

Isaac Ford,

*vs.*

Same.

Same.

Edward McDonald,

*vs.*

November 12, 1858.

Same.

Same.

William Joyce,

*vs.*

Same.

Same.

Charles C. Prentiss,

*vs.*

Same.

Same.

H. Y. Cummins,

*vs.*

Same.

Same.

William J. Stewart,

*vs.*

Same.

Same.

Edward McDonald,

*vs.*

Same.

Same.

William Hague,

*vs.*

Same.

Same.

William B. Stone,

*vs.*

Same.

Same.

Charles Prentiss,

*vs.*

Same.

Same.

Isaac Ford,

*vs.*

Same.

Same.

Henry Hawkins,

*vs.*

Same.

Same.

The sixteen preceding suits were brought for supplies furnished to the Fire Department.

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MARINE COURT.

John Mitchell,

November 18, 1858, judgment  
for plaintiff.*agst.*

The same.

James Mooney,

*agst.*

Same.

The same.

Peter Henry,

*agst.*

Same.

The same.

James Slater,

*agst.*

Same.

The same.

P—— Seaman,  
*agst.* Same.

The same.

Nicholas Kelley,  
*agst.* Same.

The same.

John Barry,  
*agst.* Same.

The same.

Nicholas Sexton,  
*agst.* Same.

The same.

Henry Hughes,  
*agst.* Same.

The same.

John Haley,  
*agst.* Same.

The same.

Patrick Burns,  
*agst.* Same.

The same.

Michael Clark,  
*agst.* Same.

The same.

John Quinn,  
*agst.* Same.

The same.

James P. Wenman,	
<i>agst.</i>	Same.

The same.	
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Samuel Sparks,	
<i>agst.</i>	Same.

The same.	
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James J. Young,	
<i>agst.</i>	Same.

The Mayor, &c.	
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Edward Malaly,	
<i>agst.</i>	Same.

The Mayor, &c.	
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The preceding eighteen suits were for supplies furnished, by order of Charles Devlin, Street Commissioner, or officers of that department.

Michael McCoun,	Dec. 2, 1858. Inspector ap-
<i>agst.</i>	pointed by C. Devlin.

The same.	
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Michael O'Brien,	
<i>agst.</i>	Same.

The same.	
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Charles Boyd,	
<i>agst.</i>	Same.

The same.	
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Abraham Ackerman,	
<i>vs.</i>	Same.

The same.	
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Michael Kelly,	
<i>vs.</i>	Same.
The same.	
Albert S. Banta,	
<i>vs.</i>	Same.
The same.	
Matthew Fulham,	
<i>vs.</i>	Same.
The same.	
Richard Austin,	
<i>vs.</i>	Same.
The same.	
Louis H. Vultee,	November 15, 1858,
<i>vs.</i>	Same.
Same.	
B. F. Miller,	
<i>vs.</i>	Dec. 1. 1858, same.
Same.	
George S. Hart,	
<i>vs.</i>	Same.
Same.	
Joseph Wainwright,	
<i>vs.</i>	Same.
Same.	
Michael McWenny,	
<i>vs.</i>	Same.
Same.	

Patrick Burns, <i>vs.</i> Same.	November 26, 1858, same.
William E. Regan, <i>vs.</i> Same.	December 2, 1858, same.
Henry L. Wright, <i>vs.</i> Same.	Same.
Francis Munson, <i>vs.</i> Same.	Same.
William H. Blauvelt, <i>vs.</i> Same.	November 26th, 1858, same.
Matthew Tullum, <i>vs.</i> Same.	Same.
Charles R. Graham, <i>vs.</i> Same.	Same.
Joseph Canning, <i>vs.</i> Same.	Same.
George A. Riblet, <i>vs.</i> Same.	Dec. 6, 1858, same.



Joseph B. Smith,

*vs.*

Case still pending.

Same.

Same,

*vs.*

Same.

Same.

Same,

*vs.*

Same.

Same.

Charles M. Reed,

*vs.*

Same.

Same.

Same,

*vs.*

Same.

Same.

Robert M. Bateman,

*vs.*

December 10, 1858; judgment for plaintiff.

Same.

William E. Regan,

*vs.*

December —; same.

Same.

Samuel Doane,

*vs.*

Dec. 23d, 1858; same.

Same.

Charles Berrifield,

*vs.*

Dec. 22d, 1858; same.

Same.

Edward H. Dominick,

*vs.*

Same.

Same.

William J. A. McGrath,

*vs.*

Same.

Same.

Thomas Wadling,

*vs.*

Still pending.

Same.

Joseph B. Smith,

*vs.*

Same.

Same.

Charles M. Reed,

*vs.*

Same.

Same.

John Van Tassel,

*vs.*

Same.

Same.

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DISTRICT COURTS.

William H. McCarkle,

*agst.*April 23, 1858, judgment  
for plaintiff for supplies.

The Mayor, &amp;c.

Hewlett Odell,

*agst.*January 17, 1858, judgment  
for plaintiff.

The same.

William H. Michaels, <i>agst.</i> The same.	Same.
Thomas W. Sheridan, <i>vs.</i> The same.	January 13, 1858, judgment for plaintiff.
Henry Arcularius, <i>vs.</i> The same.	April 23, 1858.
Jacob Seebacher, <i>vs.</i> The same.	January 17. Same.
Asahel Reed, <i>vs.</i> The same.	Same.
Joseph Murphy, <i>vs.</i> The same.	Same.
Joseph B. Tully, <i>vs.</i> The same.	April 23, 1858. Same.
John M. Fox, <i>vs.</i> The same.	Same.
Benjamin W. Thompson, <i>vs.</i> The same.	Same.

William H. Martin, <i>vs.</i> The same.	Same.
Michael Sullivan, <i>vs.</i> The same.	Same.
Henry K. Blauvelt, <i>vs.</i> The same.	Same.
Henry Marshall, <i>vs.</i> The same.	Same.
Earnest Ames, <i>vs.</i> The same.	Same.
John W. Hunt, <i>vs.</i> The same.	Same.
James H. Smith, <i>vs.</i> The same.	Same.
Francis Dayton, <i>vs.</i> The same.	January 13, 1858. Same.
William Woodward, <i>vs.</i> The same.	April 23, 1858. Same.

James J. Reilley,	
<i>vs.</i>	Same.
The same.	
Michael P. O'Brien,	
<i>vs.</i>	Same.
The same.	
George Mountjoy,	
<i>vs.</i>	Same.
The same.	
Charles Miller,	April 27, 1858.
<i>vs.</i>	Same.
The same.	
William D. Craft,	January 15, 1858. Judg-
<i>vs.</i>	ment for plaintiff. Salary
The same.	of an attendant on the
	Fourth District Court.
Abraham Dracher,	January 12, 1858. Judg-
<i>vs.</i>	ment for plaintiff. Salary
The same.	of an attendant on a Dis-
	trict Court.
Thomas G. Van Cott,	
<i>vs.</i>	Same.
The same.	
Emilie Lippman,	
<i>vs.</i>	Same.
The same.	
John Moran,	January 13, 1858. Judg-
<i>vs.</i>	ment for plaintiff. Salary
The same.	of an attendant on a Dis-
	trict Court.

James Gillen,

*vs.*

The same.

January 13, 1858. Judg-  
ment for plaintiff.

Boltis Moore,

*vs.*

The same.

Case placed in Court of  
Common Pleas, and still  
pending.

Jeremiah V. Spader,

*vs.*

The Mayor, &amp;c.

Same.

James W. Faulkner,

*vs.*

The same.

January 28, 1858. Judg-  
ment for plaintiff.

Patrick P. Muldoon,

*vs.*

The same.

February 2, 1858.

Same.

George W. Wheeler,

*vs.*

The same.

January 27, 1858. Judg-  
ment for plaintiff.

Michael Green,

*vs.*

The same.

January 18, 1858.

Same.

A. Warren Smith,

*vs.*

The same.

January 25, 1858.

Same.

Jacob Calvin,

*vs.*

The same.

Removed to the Common  
Pleas, and still pending.

John Devlin, <i>vs.</i> The same.	January 22, 1858; judgment for plaintiff.
Joshua M. Cooper, <i>vs.</i> The same.	Same.
Arthur P. White, <i>vs.</i> The same.	January 21, 1858. Same.
Charles Smith, <i>vs.</i> The same.	Same.
John L. Martin, <i>vs.</i> The same.	Same.
Albert Loomis, <i>vs.</i> The same.	February 3, 1858, judg- ment for plaintiff.
John Burke, <i>vs.</i> The same.	Same.
John F. Kaveny, <i>vs.</i> The same.	Same.
William Hays, <i>vs.</i> The same.	Feb'y 12, 1858, same.

A. Ch. Tromm,

*vs.*

Feb'y 1, 1858, same.

The same.

John Harvey,

*vs.*Feb'y 15th, 1858, judgment  
for plaintiff; salary of an  
attendant of a District  
Court.

The same.

Herman T. Rhoads,

*vs.*Feb'y 15th, 1858, judgment  
for plaintiff.

The same.

Edward M. Skidmore,

*vs.*Feb'y 18, 1858, same; salary  
as Clerk of Police Court.

The same.

John Lalor,

*vs.*

Same.

The same.

Robert H. Johnston,

*vs.*

Same.

The same.

Wm. B. Rockwell,

*vs.*

Same.

The same.

George W. Riblet,

*vs.*

Same.

The same.

Charles M. Vandervoort,

*vs.*

Same.

The same.



Merwin N. Jones,

*vs.*

Same.

The same.

James M. Murray,

*vs.*

Same.

The same.

Emile Leippman,

*vs.*

Feb'y 19, 1858, judgment for  
plaintiff. Salary of an  
Attendant on a District  
Court.

The same.

Thomas G. Van Cott,

*vs.*

Same.

The same.

Peter Tracy,

*vs.*

Same.

The same.

John B. Mitchell,

*vs.*

Same.

The same.

George Stringham,

*vs.*

Same.

The same.

Michael Shandley,

*vs.*

Feb'y 15, 1858, judgment for  
plaintiff.

The same.

Daniel G. Taylor,

*vs.*

Feb'y 28, 1858, same.

The same.

Catherine Cowan, <i>vs.</i> The same.	Feb'y 15, 1858, same.
Frederick W. Loew, <i>vs.</i> The same.	Feb'y 27, 1858, same.
Thomas McMahon, <i>vs.</i> The same.	Feb'y 23, 1858, same.
Robert G. Bateman, <i>vs.</i> The same.	Feb. 23, 1858, same; salary of an attendant on a dis- trict court.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Same, <i>vs.</i> Same.	Same.
Ezekiel L. Lockwood, <i>vs.</i> The same.	Jan'y 9, 1858, judgment for plaintiff.
The Mayor, &c., of the city of New York. <i>vs.</i> John Slowey and John McMorenaus.	Dispossession suit. March 4th, 1858, judgment for plaintiff.

James M. Byrne,  
*vs.*  
The Mayor, &c.

Oct'r 23d, 1858, case tried  
and decision reserved.

William West,  
*vs.*  
The same.

March 8, 1858, judgment for  
plaintiff; salary for an  
attendant of a district  
court.

Benjamin Merritt,  
*vs.*  
The same.

Same.

Joseph Dame,  
*vs.*  
The same.

Same.

Julien Crevnir,  
*vs.*  
The same.

Same.

Henry West,  
*vs.*  
The same.

Same.

Robert Connolly,  
*vs.*  
The same.

Same.

Owen Barry.  
*vs.*  
The same.

Same.

Patrick Kearn, <i>vs.</i> The same.	Same.
Charles Neary, <i>vs.</i> The same.	Same.
Hugh Keane, <i>vs.</i> The same.	March 20, 1858, judgment for plaintiff.
John V. Dexey, <i>vs.</i> The same.	Case withdrawn, without costs.
Charles Newhall, <i>vs.</i> The Board of Education.	Suit for repairs on school- house; March 17, 1858, judgment for plaintiff.
Thomas G. Van Cott, <i>vs.</i> The Mayor, &c.	March 12, 1858, judgment for plaintiff. Salary for an attendant on a district court.
Emile Leippman, <i>vs.</i> The same.	Same.
Isaac Batchelder, <i>vs.</i> The same.	Suit withdrawn.
Thomas Stewart, <i>vs.</i> The same.	Same.

William Burns, <i>vs.</i> The same.	March 8, 1858, judgment for plaintiff; salary of an at- tendant on a district court.
Same, <i>vs.</i> Same.	Same.
Arthur Keating, <i>vs.</i> Same.	Same.
John Shea, <i>vs.</i> Same.	Same.
William H. Van Cott, <i>vs.</i> Same.	March 8th, 1858, suit with- drawn.
George W. Spencer, <i>vs.</i> Same.	Appealed to Common Pleas, and still pending.
Jared A. Timpson, <i>vs.</i> Same.	Same.
Peter Tracy, <i>vs.</i> Same.	March 12th, 1858, judgment for plaintiff; salary of an attendant of a district court.
George Stringham, <i>vs.</i> Same.	Same.

John B. Mitchell,

*vs.*

Same.

Same.

John McIntyre,

*vs.*

Same.

Same.

Owen Barry,

*vs.*

Same.

Same.

Charles Neary,

*vs.*

Same.

Same.

Patrick Kearns,

*vs.*

Same.

Same.

Hugh Kearne,

*vs.*

Same.

Same.

Daniel Healey,

*vs.*Nov. 20, 1858, judgment for  
plaintiff.

Same.

Thomas Hughes,

*vs.*

April 10th, 1858, same.

Same.

Robert H. Johnston,

*vs.*March 18, 1858. same, salary  
as Clerk of Police Court.

Same.

Merwin N. Jones, <i>vs.</i> Same.	Same.
Edward M. Skidmore, <i>vs.</i> Same.	Same.
William B. Rockwell, <i>vs.</i> Same.	Same.
James M. Murray, <i>vs.</i> Same.	Same.
John Lalor, <i>vs.</i> Same.	Same.
Charles M. Vandervoort, <i>vs.</i> Same.	Same.
George W. Riblet, <i>vs.</i> Same.	Same.
Lewis Silverstein, <i>vs.</i> Same.	March 31, 1858, judgment defendants.
Philip Lacy, <i>vs.</i> Same.	Same.

Joseph Levy,

*vs.*

Same.

Same.

Daniel Healey,

*vs.*March 20th, 1858, judgment  
for plaintiff.

Same.

Elisha R. M. Fenn,

*vs.*March 26th, judgment for  
plaintiff.

Same.

John S. Austin,

*vs.*Removed to Common Pleas,  
and discontinued.

Same.

Michael Shehan,

*vs.*March 27, 1858, judgment  
for the plaintiff.

Same.

George Bailey,

*vs.*

Dismissed.

Same.

Bernard Britton,

*vs.*

Same.

Same.

John Callaghan,

*vs.*Removed to the Common  
Pleas, and still pending.

Same.

James Hayder, ass.,

*vs.*April 7, 1858, judgment for  
plaintiff's salary of an at-  
tendant at a Dist. Court.

Same.



James Boyle, <i>vs.</i> Same.	Same.
William McDivitt, <i>vs.</i> Same.	Same.
Edward Hart, <i>vs.</i> Same.	Same.
John Farrell, <i>vs.</i> Same.	Same.
Anthony Matthews, <i>vs.</i> Same.	Same.
Thomas Shelfy, <i>vs.</i> Same.	Same.
James Starr, <i>vs.</i> Same.	Same.
Earle Harbuck, <i>vs.</i> Same.	Appealed to the Common Pleas, and still pending.
Michael Shandly, <i>vs.</i> Same.	April 12, 1858, Judgment for plaintiff.

Catharine Cowen,

*vs.*

Same.

Same.

Benjamin T. Weymouth,

*vs.*

April 30, 1858.

Same.

Same.

Oliver Laffin,

*vs.*

April 22, 1858.

Same.

Same.

Michael Mooney,

*vs.*

Same.

Same.

Herman Stientst,

*vs.*

April 16, 1858.

Same.

Judgment for defendant.  
Salary of an attendant on  
a District Court.

Lewis Silverstein,

*vs.*

Same.

Same.

John Warner,

*vs.*

Same.

Same.

John Langfritz,

*vs.*

Same.

Same.

John Shelby,

*vs.*

Same.

Same.

John Egan,

*vs.*

Same.

Same.

Thomas Farrell,

*vs.*

Same.

Same.

Thomas Wadling,

*vs.*

Same.

April 22, 1858.

Judgment for plaintiff.

Bernard Britton,

*vs.*

Same.

Same.

Andrew Anthony,

*vs.*

Same.

April 23, 1858.

Same.

Charles K. Smith,

*vs.*

Same.

July 27, 1858.

Same.

Luke Torboss, *et al*,

*vs.*

Same.

Dismissed.

George W. Wheeler,

*vs.*

Same.

Discontinued.

Clark Newman,

*vs.*

Dismissed.

Same.

The foregoing cases are mostly suits for the amount of monthly salaries, brought by the Clerks of Police Courts, Clerks and attendants of District Courts, at a time when the appropriation for their payment had been exhausted, and the Comptroller refused to anticipate the next year's appropriation.

DOCUMENT No. 4.

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BOARD OF ALDERMEN,

JANUARY 10, 1859.

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The following Annual Report of the Public Administrator was received, laid on the table and directed to be printed.

D. T. VALENTINE, *Clerk.*

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PUBLIC ADMINISTRATOR'S OFFICE,  
New York, January 7, 1859.

*To the Honorable the Common Council  
of the city of New York:*

GENTLEMEN:—In compliance with the requisitions of the Revised Statutes of the State of New York, and the Laws and Ordinances of the Mayor, Aldermen and Commonalty of the city of New York, I hereby submit a statement of the Receipts and Expenditures of the Bureau of the Public Administrator, from the 1st day of January, to, and including the 31st day of December, 1858.

THOS. C. FIELD,  
*Public Administrator.*

CASES HERETOFORE REPORTED.

NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he was sent, if he was not a resident of this State at the time of his death.	Monies received for compensation and expenses.	Total amount of receipts.	Total amount of disbursements.	Total amount received and allowed.	Amount of costs.	Amount deducted.	Date of Letters of Administration.
Erie or John Headman.	Seaman	Cette.....	Norway.....	6 37	77 43	85 90	.....	5 60	74 06	Feb. 7, 1856.
Emanuel L. Shuberger.	Physician	New York.....	Sweden.....	2 51	32 57	32 57	18 45	3 00	8 61	Mar. 6, "
Ann Carvey.....	Widow	do	do	12 84	79 46	79 46	.....	6 50	60 12	April 3, "
Henry Turpin.....	Iron worker	do	do	5 32	.....	50 52	.....	45 00	.....	Nov. 17, 1853.
Henry O'Neil.....	Laborer	do	do	2 75	5 75	5 75	.....	3 00	.....	Nov. 16, 1856.
Samuel K. Whitmore.	Seaman.....	do	England.....	3 00	10 12	15 03	.....	3 00	9 62	Mar. 29, 1854.
William P. Gilmore.	Merchant.....	Lowell, Mass.	England.....	5 03	15 03	15 03	.....	10 00	.....	Dec. 29, 1853.
Victorine C. Perrin.	Milliner.....	At sea.	New York.....	8 54	20 89	20 89	.....	5 00	7 35	Jan. 26, 1856.
M. R. Henderson	Railroad employee.	do	Ireland.....	16 42	78 59	78 59	.....	10 00	52 17	June 14, "
James B. Smith.....	Baker.....	New York.....	England.....	1 00	.....	1 00	.....	.....	.....	Mar. 27, 1855.
Hyacinthe Vandamme.	Merchant.....	do	England.....	5 00	.....	55 00	.....	50 00	.....	Mar. 15, 1854.
James King.....	Rigger.....	do	Ireland.....	17 71	.....	27 71	.....	10 00	.....	June 19, 1856.
Elizabeth Maher.	Nurse.....	do	do	.....	.....	.....	.....	116 87	Aug. 2, "	
J. L. H. McCrackan.	Merchant.....	Africa.....	New York.....	98 13	230 98	561 70	.....	500 00	521 57	Dec. 9, 1853.
John McBrerty.....	Iron-worker.....	New York.....	Ireland.....	14 46	79 62	53 46	.....	5 00	34 00	June 27, 1856.
Daniel Sead.....	Merchant.....	do	do	2 15	4 15	4 15	.....	2 00	.....	July 11, "
Elizabeth Cooper.	Widow.....	do	England.....	4 43	4 43	4 43	.....	.....	.....	Aug. 20, "
Adam Brown.....	Cabinet-maker	do	Scotland.....	474 24	109 15	16,799 23	.....	617 75	15,637 26	Aug. 25, "
Joseph Higgins.....	Unknown.....	At sea.	Wisconsin.....	1 33	1 33	1 33	.....	.....	.....	Sept. 15, "
August Vetter.....	Physician.....	New York.....	Berlin.....	49 21	551 16	554 16	31 25	66 25	381 29	Aug. 27, "
John Hesser.....	Unknown.....	At sea.	Philadelphia.....	93	1 93	1 93	.....	1 00	.....	Oct. 24, 1851.
Alois Bablmann.....	Pencil-maker	New York.....	Hanover.....	60 50	1160 03	1160 03	.....	52 00	819 99	Dec. 2, 1856.
Cornelius Sullivan.....	Porter.....	do	Ireland.....	5 75	.....	5 75	.....	.....	.....	Oct. 2, 1856.
Nicholas Harney.....	Rigger.....	do	do	10 37	.....	596 01	40 00	77 50	468 14	Nov. 21, "
Patrick Dunning.....	Unknown.....	New Orleans.....	New Orleans.....	30 57	209 23	225 64	.....	15 00	150 07	Oct. 2, "
Edward Foy.....	Storekeeper	New York.....	Ireland.....	.....	.....	590 39	.....	70 70	519 69	Oct. 25, "
Briget Higgins.....	Widow.....	do	do	1 00	.....	1 00	.....	.....	.....	Aug. 29, 1854.
William Higgins.....	Laborer.....	do	do	.....	.....	52 50	.....	50 00	.....	Dec. 5, 1856.
Patrick Ryan.....	Railroad employee.	At sea.....	Panama.....	10 90	90	445 03	25 50	60	345 15	Dec. 5, 1856.

Joseph Hilton.....	New York.....	England.....	3 00	100 96	35 50	62 46
William Ward.....	do.....	do.....	1 75	35 25	5 00	15 "
Rosena Kienle.....	Boarding-h. keeper	Wirtzburg.....	10 00	208 01	139 25	28 "
Amarilla Casville.....	Seaman.....	Unknown.....	2 17	8 67	1 50	26 "
Frederick Runzel.....	do.....	Unknown.....	4 50	829 49	56 25	74 "
Julius Schuff.....	San Francisco.....	Germany.....	2 50	27 35	11 75	29 "
Furman Black.....	New York.....	Washington.....	75	10 75	10 00	13 "
Carl Proven.....	do.....	Prussia.....	2 12	2 12	75	29 "
Pascal Pain.....	At sea.....	France.....	8 75	11 75	3 00	6 "
Leopold Collins.....	New York.....	Scotland.....	8 25	8 25	5 00	18 "
William Kerr.....	Brooklyn.....	California.....	12	5 52	2 75	19 "
William Fitts.....	At sea.....	Baden.....	2 77	3369 96	2 75	11 "
James Voley.....	New York.....	France.....	136 48	3619 95	9	Sept. 11, 1855.
John C. Bonet.....	do.....	New York.....	5 00	41 60	10 00	Dec. 13, "
George Guyenet.....	At sea.....	France.....	48 86	3113 92	1942 61	47 Nov. 24, 1856.
Thomas P. Odames.....	Porter.....	New York.....	129 58	1527 00	663 35	26 Jan. 24, 1856.
Julian C. Vey.....	Broker.....	do.....	60 00	1000 00	485 00	722 Mar. 21, 1856.
Thomas Carpenter.....	do.....	New Jersey.....	5 75	10 75	5 00	409 Aug. 21, 1856.
Philip Brown.....	Porter.....	do.....	45 29	358 04	21 50	425 Oct. 6, "
Bridget Foy.....	Widow.....	France.....	10 00	519 69	519 69	66 Dec. 18, 1857.
Alphonse Casulin.....	Merchant.....	do.....	8 95	22 13	7 25	229 Jan. 21, 1857.
James Ridgway.....	Carpenter.....	do.....	1833 90	2598 13	1932 29	69 Jan. 20, "
Thos. O'Rourke other- wise Edwards.....	Merchant.....	do.....	12 60	110 18	62 60	427 Jan. 20, "
Robert Beard or Bald.....	Quartermaster.....	Ireland.....	16 93	178 45	195 69	438 Jan. 24, 1850.
Thomas Mooney.....	Jump-dealer.....	do.....	52 05	361 00	414 33	50 Jan. 20, 1857.
William De Ro.....	Paper-box maker.....	France.....	2 15	25 77	15 62	80 Feb. 17, "
James Balfour.....	Marble-cutter.....	New York.....	3 09 03	4866 47	5177 32	67 Feb. " "
	Brookhaven Links, Scotland.....	do.....	35 61	197 73	263 63	75 Feb. 26, "
	New York.....	do.....	35 00	204 41	215 75	54 Feb. 5, "
Jane W. Smith.....	Servant.....	do.....	35 00	204 41	31 50	452 Feb. 14, "
Peter D. Hoffman or Huffman.....	Policeman.....	do.....	1 62	27 97	10 00	54 Mar. 14, "
Manuel Defonta, other- wise William Mathews.....	Mariner.....	Portugal.....	7 50	66 88	1 50	52 Mar. 20, "
otherwise John Walters.....	do.....	Maline.....	1 50	6 40	26 35	93 Mar. 27, "
William Skinner.....	do.....	England.....	1 50	6 40	49 33	30 April 9, "
Arthur Newey.....	do.....	do.....	1 50	6 40	1 50	34 April 27, "

NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he came, if it is a resident of this State at the time of his death.	Monies received for compensation and other expenses.	Total amount of receipts.	Total amount of expenditures.	Total amount of deficit incurred, allowed.	Amount of costs.	Amount distributed.	Date of Letters of Administration.
Philip Sharkle.....	Mariner.....	At sea.....	Bombay.....	17 50	.....	109 09	.....	20 00	71 59	Mar. 30, 1857.
John D. Meuke.....	do.....	Wilmington, N. C.....	Oldenburgh.....	3 00	.....	54 03	.....	.....	51 03	Feb. 19, "
Dennis McGuire.....	do.....	At sea.....	Ireland.....	7 50	.....	60 56	.....	10 00	43 06	Mar. 28, "
William Martin, other- wise Joseph Williams	do.....	do.....	Unknown.....	9 00	.....	80 03	.....	10 00	61 03	Mar. 30, "
George Jones.....	do.....	do.....	do.....	10 00	.....	84 14	.....	10 00	64 14	"
Peter Bowman.....	do.....	do.....	Sweden.....	14 92	166 25	24 92	.....	10 00	.....	Feb. 19, "
Henrich Weyhawsen.....	do.....	do.....	Oldenburgh.....	5 00	.....	82 03	.....	6 00	71 03	April 7, "
Ellinda Hart.....	do.....	do.....	Dublin.....	40 75	440 26	440 26	30 00	41 25	319 79	Mar. 9, "
August Pabaud, or Au- gustine Dominique	Unknown.....	New York.....	.....	.....	.....	.....	.....	.....	.....	.....
Pabaud.....	do.....	Leghorn.....	France.....	104 56	1251 57	1449 10	.....	72 50	1272 04	"
Winfred Morgan.....	Single woman.....	New York.....	Ireland.....	2 48	.....	7 48	.....	5 00	.....	"
Ann McDonald.....	Storekeeper.....	do.....	do.....	1 50	.....	1 50	.....	.....	.....	"
Mary Ann Smith.....	Dressmaker.....	do.....	England.....	26 83	254 86	301 81	24 75	61 01	182 78	Mar. 26, "
Harvey Burdall.....	do.....	do.....	.....	10 18	3 62	10 18	.....	.....	.....	Mar. 18, "
James Cooper.....	Seaman.....	do.....	.....	1 13	.....	1 13	.....	.....	.....	Mar. 4, "
Henry Stickney.....	do.....	do.....	.....	4 68	.....	24 68	.....	20 00	.....	Sept. 22, "
John Caveney.....	do.....	do.....	.....	51	.....	1 51	.....	1 00	.....	"
John Hanson.....	do.....	do.....	.....	24	.....	24	.....	.....	.....	"
Charles White, other- wise Joseph Phillips.	do.....	do.....	.....	20	.....	20	.....	.....	.....	"
James Kane.....	do.....	do.....	.....	11	.....	11	.....	.....	.....	"
Joseph Eynsel.....	Unknown.....	do.....	.....	3 75	.....	41 13	.....	5 00	55 38	April 13, "
Caroline Juelich.....	do.....	do.....	.....	2 52	2 11	2 52	.....	.....	.....	"
Charles H. Albers.....	Cigar-maker.....	do.....	Plainfield, N. J.....	4 75	.....	17 59	.....	.....	.....	"
Jean Phocas.....	Sailor.....	New Orleans.....	.....	7 50	.....	87 03	.....	15 00	64 53	Mar. 20, "
Thomas Sumpter.....	Fur-dresser.....	New York.....	England.....	26 24	219 18	260 48	.....	29 50	204 74	April 7, "
James William Ledwith	Merobant.....	do.....	Ireland.....	23 54	3 85	121 29	75 75	23 00	.....	May 2, "
Thomas Riley.....	Seaman.....	At sea.....	England.....	2 50	.....	12 37	.....	3 00	5 87	June 10, "
Frederick Goodwald...	Blacksmith.....	New York.....	Dover, N. J.....	26	.....	1 26	.....	1 00	.....	June 6, "



Andrew Close.....	Seaman.....	do.....	Ireland.....	3 00	239 19	37 70	4 40	10 00	5 24	May 12, "
George Carjens.....	do.....	New York.....	Havana.....	23 30	239 19	37 70	4 40	10 00	5 24	May 12, "
Barney Galligan.....	Seaman.....	At sea.....	Ireland.....	4 06	57	6 00	2 00	2 00	7 58	June 6, "
S. A. Bracket.....	do.....	Thragona.....	England.....	57	57	57	57	57	2 30	May 22, "
Ann Phalon, otherwise Clara Gray.....	Unknown.....	New York.....	Waterbury, Con. Ireland.....	71	2 21	2 21	2 21	1 50	1 50	May 22, 1857.
James Wall.....	Barkeeper.....	do.....	do.....	2 50	6 64	16 08	6 00	6 00	7 58	June 6, "
Carl Roeder.....	Barber.....	do.....	Hesse Darmstadt England.....	203 00	6 64	4 34	2 03	2 03	2 30	May 22, "
Thomas Scott.....	Unknown.....	do.....	do.....	203 00	34 25	212 44	4 34	21 50	169 80	July 11, "
Jean Chuché.....	do.....	At sea.....	France.....	21 14	34 25	212 44	4 34	4 00	4 34	July 11, "
Ann E. Carrick.....	do.....	New York.....	Ireland.....	1 75	382 11	382 11	382 11	72 80	292 69	July 1, "
Michael W. McGunnigal.....	Grocer.....	do.....	France.....	16 92	2357 50	2624 50	2624 50	268 00	2357 50	Nov. 23, 1854.
Jeanne Du Lax.....	Widow.....	do.....	do.....	5 00	1 18	71 79	14 00	14 00	52 79	July 27, 1857.
Frederick Flegler.....	Printer.....	do.....	Germany.....	5 00	1 18	71 79	14 00	14 00	52 79	July 27, 1857.
Unknown man found drowned.....	Unknown.....	do.....	do.....	2 50	22 54	22 54	22 54	8 00	12 04	July 25, 1850.
Duncan McElwing.....	Manufacturer.....	do.....	England.....	37 90	2949 46	2631 56	2631 56	280 00	280 00	Aug. 8, 1857.
William Pentony.....	Cutter.....	do.....	Ireland.....	26 41	239 79	68 31	9 40	32 50	32 50	Aug. 8, 1857.
Mary Mannix.....	Unknown.....	do.....	France.....	1 50	19	7 00	5 50	25 50	25 50	Aug. 22, "
Francis Marbotin.....	do.....	At sea.....	do.....	20 75	132 13	302 43	302 43	25 50	256 18	Aug. 22, "
Mary Ann McMullen, or McMillen.....	Grocer.....	New York.....	Ireland.....	26 81	233 57	200 84	198 53	35 50	35 50	July 28, "
George Witherspoon.....	Gentleman.....	Mexico.....	France.....	8 19	5 65	5 65	5 65	22 50	22 50	Nov. 6, "
Jean Louis Jaccard.....	Unknown.....	At sea.....	New York.....	1 15	1 25	40 74	23 00	15 00	15 00	Aug. 5, "
Lawrence Connolly.....	Peddler.....	do.....	England.....	2 74	25 00	23 93	3 00	3 00	3 00	July 27, "
Robert Ferguson.....	Merchant.....	Montreal.....	do.....	20 93	2 09	3 93	3 93	15 00	473 00	July 28, "
Mary Jane Prescott.....	Unknown.....	New York.....	Rome.....	3 93	150 00	829 92	35 50	20 00	20 00	Sept. 1, "
Henry C. Patchin.....	Gentleman.....	do.....	Pennsylvania.....	2 92	6 17	22 92	1 50	1 50	6 50	Oct. 1, "
Joseph Galletta.....	Priest.....	At sea.....	England.....	1 98	2 24	9 93	12 19	10 00	10 00	Sept. 9, "
David Jones.....	Seaman.....	do.....	do.....	2 19	2 96	10 64	10 64	9 00	9 00	Sept. 14, "
Peter Virtu.....	Shoe-store.....	New York.....	Norway.....	1 64	91 63	787 93	133 32	87 56	498 97	Sept. 12, "
Johann Ludwig Jakob son.....	Seaman.....	At sea.....	do.....	18 20	494 46	131 54	66 66	25 50	25 50	Sept. 28, "
Julia A. Black.....	Bookstore.....	New York.....	do.....	39 38	64 58	64 58	64 58	6 50	53 45	Oct. 9, "
Mary L. or Maria L. Bradley.....	Unknown.....	do.....	do.....	4 68						
Michael Styer.....	do.....	do.....	do.....							

NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he came, if he were not a resident of this State at the time of his death.	Monies received for commissions and expenses.	Total amount of receipts.	Total amount of expenses and disburse.	Total amount of debts not allowed.	Amount of estate.	Amount distributed.	Date of Letters of Administration.
Robert Mackay.....	Carpenter.....	Scotland.....	New York.....	41 63	291 13	291 13	.....	18 50	223 98	July 27, "
Henry Clifford.....	Unknown.....	New York.....	England.....	25	34 49	21 75	21 50	.....	.....	Oct. 1, "
Henry Henriksen.....	Seaman.....	At sea.....	Germany.....	1 50	96 04	96 04	.....	12 00	82 54	Oct. 4, "
George Burnlesier.....	do.....	do.....	do.....	1 75	109 75	109 75	.....	3 50	104 50	Sept. 29, "
Louis Bennett.....	Liquor-dealer.....	New York.....	do.....	39	40 32	24 00	.....	3 50	.....	Nov. 6, "
Franklin Woodbridge.....	Seaman.....	do.....	do.....	8 68	6 66	19 18	9 00	1 50	.....	Nov. 21, "
Patrick Hayes.....	Porter.....	Brooklyn.....	Brooklyn.....	11 49	.....	68 78	130 23	87 20	458 86	Oct. 3, "
Patrick Casey.....	Seaman.....	At sea.....	do.....	1 63	.....	1 63	.....	.....	.....	Dec. 30, "
John B. York.....	do.....	New York.....	do.....	12 13	.....	24 63	.....	12 50	.....	Nov. 24, "
John Brady.....	Peddler.....	Columbus, Ga.....	Ireland.....	21 17	.....	63 27	.....	42 10	.....	Dec. 23, "
John Shillocke.....	Merchant.....	New York.....	do.....	1 50	.....	16 65	8 65	6 50	.....	Oct. 9, "
Mary Herbert.....	Cook.....	do.....	do.....	72 33	902 83	921 63	38 96	81 50	723 84	June 6, "
James or James C. Brown.....	Gardener.....	Factoryville, S. I.....	do.....	18 34	55 94	36 64	.....	18 30	.....	Mar. 15, 1858.
Julius Janish.....	Painter.....	New York.....	Germany.....	4 11	8 26	4 11	.....	.....	.....	Jan. 16, "
Antoine J. B. Prat.....	Unknown.....	do.....	France.....	138 78	2422 35	183 08	.....	44 30	.....	Nov. 6, "
Bernard Chloebush.....	Grocer.....	do.....	Germany.....	121 05	2 40	193 78	43 93	28 80	.....	Dec. 22, 1857.
Charles L. A. De Low- enstroom.....	Collector.....	do.....	Bremen.....	16 63	18 75	23 63	.....	2 00	.....	Nov. 12, "
James Trainor.....	Laborer.....	Panama.....	Ireland.....	5 25	.....	125 02	.....	13 00	106 77	Nov. 23, "
John Ryan.....	do.....	New York.....	do.....	22 16	133 91	93 66	.....	14 50	57 00	Nov. 24, "
George Oldenbottle.....	Grocer.....	do.....	do.....	1 90	.....	1 90	.....	.....	.....	Nov. 12, "
Mary C. Clark.....	Spinster.....	do.....	France.....	32 14	67 21	59 94	.....	27 80	.....	April 28, 1858.
Jacob Wansong.....	Unknown.....	At sea.....	Ireland.....	6 47	88	22 27	5 00	11 80	.....	Nov. 28, 1857.
Jeremiah Cornell.....	Seaman.....	do.....	Prussia.....	4 99	2 95	12 28	.....	7 29	.....	Dec. 30, "
Johann Ebel.....	do.....	do.....	do.....	7 48	683 06	15 37	.....	7 79	.....	Dec. 4, "
Margaret Keating.....	Matron.....	Blackwell's Island.....	Ireland.....	68 13	.....	693 75	28 00	94 00	503 65	Nov. 6, "
Joseph P. Curtis.....	Physician.....	New York.....	do.....	2 50	.....	10 00	.....	7 50	.....	Dec. 29, "
Mary Ehlers or Lam- mars.....	Unknown.....	do.....	do.....	6 72	47 27	15 22	.....	8 50	.....	July 8, "
John Gilbert.....	Dry goods.....	do.....	France.....	70 19	403 83	184 25	50 00	64 10	.....	Nov. 28, "

Elias W. Crago.....	Car-driver.....	do.....	Connecticut.....	12 36	1 23	75 16	41 50	21 30	.....	“ 30, “
Manuel Escobedo.....	Merchant.....	Mississippi.....	Tobasco.....	25 57	.....	46 87	.....	21 30	.....	Dec. 29, “
Henry Dodd.....	Clerk.....	New York.....	Ireland.....	39 12	48 81	40 92	.....	10 80	.....	Nov. 28, “
Peter Kerrigan.....	Laborer.....	do.....	do.....	4 90	.....	4 90	.....	.....	.....	.....
James Kelly.....	Liquor-store.....	do.....	do.....	76	.....	76	.....	.....	.....	.....
Patrick M. Keog.....	Clerk.....	do.....	do.....	3 88	10 20	8 12	.....	4 29	.....	Mar. 12, 1853.
Charles Fisher.....	Unknown.....	do.....	Unknown.....	25	.....	25	.....	.....	.....	.....
Alexander Richards.....	do.....	do.....	do.....	.....	1 31	.....	.....	.....	.....	.....
R. R. Walsh.....	do.....	St. Marys.....	Georgia.....	1 68	2 63	1 68	.....	.....	.....	.....
Edward Boyle.....	Farmer.....	New York.....	Ireland.....	137 18	.....	153 42	.....	21 24	.....	Feb. 6, “
Henry Chouteau.....	Merchant.....	St. Louis.....	St. Louis.....	10 85	59 00	.....	.....	15 00	31 65	Aug. 11, 1856.
Gatherine Woods.....	Widow.....	New York.....	St. Louis.....	8 16	3 16	3 16	.....	.....	.....	.....
Jacob Wies.....	Cooper.....	do.....	Germany.....	37 71	53 77	44 50	.....	6 79	.....	Feb. 1, 1856.
George Y. D. Richard-son.....	Unknown.....	At sea.....	Benton, Missouri.....	1 45	4 25	4 25	.....	2 50	.....	.....
William Wise.....	Jeweler.....	New York.....	Baden.....	1 50	5 12	5 12	.....	3 62	.....	.....
John Bartholomew.....	Farmer.....	do.....	Germany.....	2 61	.....	2 61	.....	.....	.....	.....
John Bloodgood.....	Merchant.....	do.....	.....	9 28	15 00	9 28	.....	.....	.....	July 1, “
George A. Gardiner.....	Physician.....	Washington, D. C.....	.....	80 85	.....	30 85	.....	.....	.....	May 7, 1856.

## CASES NOT HERETOFORE REPORTED.

NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he came, if he was not a resident of this State at the time of his death.	Money received for services and expenses.	Total amount of receipts.	Total amount of disbursements.	Total amount of debts remaining and allowed.	Amount of costs.	Amount distributed.	Date of Letters of Administration.
Benjamin Williams....	Seaman.....	At sea.....	Unknown.....	5 08	14 61	7 58	.....	2 50	.....	May 6, 1858.
Wm. Miles, otherwise Wm. Wheeler.....	do.....	New York.....	Ireland.....	16 95	71 83	23 74	.....	6 79	.....	Feb. 20, "
Charles Thompson.....	do.....	At sea.....	do.....	17 76	71 85	25 17	.....	7 41	.....	Mar. 17, "
John D. Foster.....	do.....	do.....	do.....	18 18	77 77	24 97	.....	6 79	.....	Mar. 17, "
Robert A. Holmes.....	do.....	do.....	Providence, R. I. ....	9 17	26 26	14 94	.....	5 79	.....	April 6, "
Christopher Nelson.....	do.....	do.....	do.....	17 47	66 32	26 76	.....	9 29	.....	Mar. 17, "
John Elmer.....	do.....	do.....	England.....	11 65	57 79	57 79	.....	5 79	40 35	do
Peter O'Reilly.....	Porter.....	do.....	Ireland.....	16 05	41 20	22 84	.....	6 79	.....	April 20, "
Louis Etling.....	Merchant.....	Philadelphia.....	Philadelphia.....	6 73	15 00	15 53	.....	8 80	.....	Mar. 12, "
John Jeffries.....	Seaman.....	New York.....	England.....	98 34	41 88	44 13	.....	5 79	.....	do
Joseph S. Taylor.....	Street Commiss'r..	do.....	do.....	418 58	3747 06	2927 41	1566 88	887 00	.....	Feb. 15, "
John Mitchell.....	Liquor store.....	do.....	Ireland.....	10 10	27 65	10 09	.....	17 55	.....	Feb. 5, "
William B. Robinson..	Agent.....	do.....	do.....	10 09	10 09	10 09	.....	51 29	145 00	Feb. 6, "
Christian Lakowski....	Seaman.....	do.....	Prussia.....	44 45	200 00	240 74	.....	5 54	.....	Mar. 17, "
Charles Dimon.....	do.....	Mexico.....	do.....	6 69	17 60	12 23	.....	5 54	10 87	do
William James.....	do.....	At sea.....	Philadelphia.....	7 49	21 05	23 90	.....	.....	82 70	do
William Crosby.....	Mariner.....	do.....	Nova Scotia.....	10 00	32 70	90 70	.....	5 79	18 50	April 24, "
Patrick Magnier.....	Blacksmith.....	New York.....	Ireland.....	11 25	33 04	35 57	.....	7 79	.....	Mar. 29, "
Neils Peterson.....	Seaman.....	At sea.....	Sweden.....	14 83	68 03	23 62	.....	12 90	.....	Mar. 31, "
James Carter.....	do.....	do.....	Boston.....	24 55	118 17	96 55	.....	3 50	.....	do
Lewis E. Beardslee....	Notary Public.....	New York.....	Madison, Wis.....	24 00	37 50	37 50	.....	21 30	.....	April 6, "
Edward Blumenthal....	Broker.....	do.....	Hanburgh.....	122 91	171 03	144 21	.....	13 80	.....	Feb. 11, "
Harriet N. Pelouze....	Widow.....	do.....	Unknown.....	80 30	177 82	94 10	.....	.....	.....	do
Jean Fraa. Pointeaux..	Carpenter.....	At sea.....	France.....	5 00	10 01	5 00	.....	9 29	.....	April 6, "
Henry Adams Wade... Martin Streng.....	Ass't Surg'n, U.S.N. Seaman.....	do..... do.....	England..... Unknown.....	73 04 2 90	89 67 2 90	82 83 94	.....	.....	.....	do Mar. 8, "
Aaron E. Magoun.....	Clock.....	do.....	Salem, Mas.....	67 26	288 10	112 25	.....	45 30	.....	Mar. 30, "
Mary Ann Ferris.....	Widow.....	do.....	Ireland.....	21 56	45 80	28 35	.....	6 79	.....	do



NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he came, if he was not a resident of this State at the time of his death.	Monies received for compensation and expenses.	Total amount of receipts.	Total amount of expenses allowed.	Amount of assets.	Amount distributed.	Date of Letters of Administration.
Magdaline Houston	Widow	New York	Germany	23 09	167 17	86 61	12 30	15 00	April 27, "
William King	Seaman	do	Unknown	1 53	2 34	1 53	.....	.....	.....
James Thompson	do	At sea.	Scotland	3 47	9 50	3 47	.....	.....	.....
J. bn Murtha	Bar-keeper	New York	Ireland	17 04	17 04	17 04	.....	.....	June 30, "
John Mok. Sinclair	Seaman	At sea.	Scotland	14 95	69 78	17 98	3 00	.....	May 18, "
Ann Kennedy	Unknown	New York	Ireland	51 14	92 40	53 64	2 50	.....	.....
Joseph Poso	Ward-room steward, U. S. N.	Staten Island	Gibraltar	31 26	174 49	124 06	16 80	76 00	July 8, "
Thomas Gould Gaylord	Merchant.	New York	Cincinnati	23 08	142 71	142 71	17 50	102 13	.....
Owen Fras Callahan, other's Dennis O'Callahan	Painter.	At sea.	Ireland	12 30	61 54	18 09	5 79	.....	July 8, "
J. Throckart	Unknown.	do	France	2 62	6 46	2 62	.....	.....	.....
John R. Alkers	Mariner	New York	do	5 62	15 01	7 12	1 50	.....	Oct. 28, "
David P. Foster	Unknown.	do	do	4 47	22 16	12 26	7 79	.....	.....
William H. Throver	Shipkeeper	Brooklyn	Ireland	3 40	6 54	3 49	.....	.....	.....
Henry Orwald	Unknown.	St. Louis	St. Louis, Mo.	62 14	1720 10	1623 76	113 50	1448 12	June 3, "
Jobanus W. Bergsolt	do.	At sea.	Bavaria.	6 55	23 79	9 05	2 50	.....	.....
Charles or Carl Schnehl	Planaforte-maker.	New York	Hamburg	19 97	55 78	36 26	8 00	.....	July 21, "
William Fitzpatrick	Liquor-store.	do	Ireland	353 98	4034 73	4034 73	249 00	3381 25	.....
Juan del Carman Vergil	Unknown.	At sea.	Peru	32 52	101 00	67 12	34 80	.....	July 8, "
Luther Monobester	Cooper	do	do	12 55	64 89	64 89	8 50	43 84	.....
Bernhard Lichtenstein	Merchant.	New York	Germany	28 69	61 25	36 48	7 79	.....	Aug. 5, "
Arebald Robertson	do	do	Scotland	116 55	1404 23	175 65	58 80	.....	July 28, "
Louis J. M. Conon, or Jean Marie Conon	Unknown.	Bordeaux France.	Guadaloupe	48 84	344 38	82 64	38 80	.....	.....
Getleb Koenig	Porter-house.	New York	Wurtemberg	17 44	19 02	17 44	.....	.....	.....
James Little	Type-founder	do	England	75	75	75	.....	.....	.....
John Turnbull	Clerk.	do	Scotland	2 20	10 36	3 70	1 50	.....	.....
Fredrick W. Reiser	Farmer	do	Prussia	63 10	314 40	83 10	10 00	.....	Aug. 16, "
Antonie Paquet	Looking-glass m'r.	do	France	73 45	216 70	83 95	10 50	.....	.....

James Monroe.....	Staten Island.....	.....	2 13	17 74	3 63	1 50	.....	July 24, 1858.
Johanna Doody.....	New York.....	Ireland.....	182 97	307 50	154 27	21 30	.....	"
John Torrance.....	do.....	Scotland.....	38 81	214 91	55 11	16 30	.....	"
Michael Kirhens.....	At sea.....	Ireland.....	53	.....	1 80	.....	.....	"
William A. Kane.....	New York.....	Ireland.....	1 50	.....	2 52	.....	.....	"
Joseph Leahy.....	do.....	do.....	2 52	.....	12 71	.....	.....	"
John Brandon.....	do.....	do.....	12 71	.....	15 67	.....	.....	"
Dr. Henry H. Porter.....	do.....	do.....	7 37	.....	12 43	8 30	.....	"
Samuel Gustafsen.....	St. Thomas, W. I.....	Russia.....	14 72	126 44	20 22	5 50	.....	Aug. 5, 1858.
Erik Erickson.....	do.....	do.....	11 68	125 96	20 15	5 50	.....	Aug. 14, "
Jose Fernandez.....	At sea.....	Portugal.....	12 53	107 65	16 53	4 00	.....	"
Jeremiah Murphy.....	New York.....	Ireland.....	18 64	18 64	18 64	.....	.....	"
Margaret Bokke.....	do.....	do.....	4 65	.....	13 45	8 80	.....	"
William Fritz.....	do.....	Germany.....	50 82	90 37	58 61	7 79	.....	Aug. 25, "
George W. Shay.....	do.....	do.....	153 10	250 00	304 40	47 30	104 00	Sept. 25, "
Dr. Henry P. Le Grand, otherwise Jean Henrie Petreot.....	do.....	do.....	.....	.....	.....	.....	.....	July 29, "
James Reynolds.....	do.....	France.....	404 57	6293 60	749 83	140 67	.....	Sept. 29, "
Valentia Olinger.....	do.....	Wales.....	32 52	40 00	38 52	6 00	.....	Sept. 25, "
Heinrich Sagschneider.....	do.....	Germany.....	3 06	1 47	3 06	.....	.....	"
Joseph Henley.....	do.....	do.....	65 00	226 15	81 39	16 30	.....	Oct. 12, "
Ann or Anna Jeffries.....	do.....	Ireland.....	18 20	19 00	18 20	.....	.....	"
Henry Harles.....	do.....	do.....	81 27	291 55	99 57	18 30	.....	Sept. 18, "
Christian Greig.....	do.....	do.....	64 26	220 50	83 06	18 80	.....	Aug. 25, "
Stephen Murphy.....	Scotland.....	Hanover.....	5 64	.....	26 44	20 80	.....	Oct. 1, "
Ignacy Karady.....	New Jersey.....	Scotland.....	12 02	103 00	30 84	18 80	.....	Sept. 6, "
John Jantzen.....	At sea.....	Ireland.....	30 91	243 77	44 24	13 30	.....	Oct. 18, "
Henry Evans.....	New York.....	Hungary.....	232 87	999 66	286 17	33 30	.....	"
John Connor.....	do.....	Hanover.....	25 90	23 20	25 90	.....	.....	"
James N. Reynolds.....	do.....	Ireland.....	112 87	250 00	184 67	21 80	50 00	Sept. 13, "
Mary Hennesy.....	Canada.....	do.....	6 00	.....	26 50	20 80	.....	Nov. 17, "
Maria Atkins.....	New York.....	Ireland.....	4 27	4 27	4 27	.....	.....	"
Levi Cohen.....	do.....	do.....	3 00	.....	3 00	.....	.....	"
Patrick Brogan.....	do.....	Prussia.....	21 50	21 50	21 50	.....	.....	"
Edmund Phelan.....	Cincinnati.....	Ireland.....	19 00	157 00	35 30	16 30	.....	Oct. 28, "
David Miles.....	Limerick, Ireland.....	do.....	24 23	259 21	24 23	.....	.....	Oct. 30, "
James Young.....	New York.....	do.....	29 57	333 43	41 57	15 00	.....	Nov. 4, "
.....	do.....	Ireland.....	1 70	9 16	7 95	6 25	.....	"

NAME.	OCCUPATION.	Place of Residence at the time of death.	Country or place from which he came (if he were in a foreign land at the time of his death).	Monies received for compensation and expenses.	Total amount of expenses.	Total amount of debts as actually allowed.	Amount of costs.	Amount distributed.	Date of Letters of Administration.
William R. Cole	School-teacher	New York	Kentucky	58 50	92 56	66 69	7 79	.....	Oct. 23, "
Seth Crocker	Mariner	At sea	Massachusetts	18 75	185 55	22 62	3 87	.....	Dec. 3, "
Thomas Harrington	Seaman	Singapore	Unknown	6 45	34 49	8 95	2 50	.....	Nov. 11, "
John A. Zollev	Saloon-keeper	San Francisco	Bavaria	15 86	173 36	16 36	50 00	.....	Nov. 8, "
Patrick Wolahan	Blacksmith	New York	Ireland	.....	.....	.....	.....	.....	June 5, "
Levi Spyer	Hatter	do	Prussia	63	.....	63	.....	.....	Dec. 17, 1858.
David Cooper	Porter	do	England	75	.....	5 04	4 20	.....	July 21, 1858.
Sarah Cooper	Nurse	China	Pennsylvania	12 50	13 00	13 00	2 50	.....	Dec. 10, 1858.
Frances M. Havens	Spinster	New York	.....	75	.....	75	.....	.....	
Daniel Finn	Unknown	do	Ireland	15 75	14 00	15 75	.....	.....	
Jacob Booz	Butcher	Kingston, Jamaica	Bavaria	19 01	60 53	21 51	2 50	.....	
James Brown	Seaman	At sea	Holland	75	.....	75	.....	.....	
Nicholas Johnson	do	do	Germany	1 16	2 21	1 16	.....	.....	
John Failey	do	do	do	3 21	23 00	5 71	2 50	.....	
George W. Homan	Overseer	New York	do	2 30	15 80	15 80	.....	13 50	
Rudolph Bueber	Cabinet-maker	do	Switzerland	56 75	.....	76 75	.....	.....	
Thomas J. Oakley	Lawyer	do	.....	1 58	.....	1 58	.....	.....	
Rufus Bunnell	Banker	do	.....	1 00	.....	9 30	8 30	.....	
John Rhodes	Seaman	At sea	Holland	10 63	82 80	10 63	.....	.....	
Patrick McGahan	Liquorstore	New York	Ireland	2 65	23 00	5 65	3 00	.....	
J. T. Gallant	Seaman	At sea	Unknown	3 20	9 06	3 20	.....	.....	
Moses Bekman	Merchant	New York	Batavia	49	.....	49	.....	.....	
George D. Adolphus	Provost Marshal	do	Honduras	6 08	36 98	6 08	.....	.....	
Charles Gunther	Seaman	At sea	Bremen	1 60	.....	1 60	.....	.....	
Joseph Ranee	do	do	Austria	1 25	.....	1 25	.....	.....	
Charles Triplur	Cook	New York	Alexandria, D. C.	32 47	52 82	32 47	.....	.....	
Ellen Coffee	Domestic	do	Ireland	2 95	.....	2 95	.....	.....	
Matthew Kunsden	Mariner	Antwerp	Antwerp	12	.....	12	.....	.....	
James Rogers	Seaman	At sea	.....	1 70	10 40	1 70	.....	.....	
Robert Lowery	do	do	.....	1 67	9 80	1 67	.....	.....	
Michael Abrahams	Unknown	do	St. Louis	.....	.....	.....	.....	.....	





## REPORT OF BALANCES

Standing to the credit of the following estates, unclaimed by kin or otherwise and paid into the City Treasury, by THOMAS C. FIELDS, Public Administrator, on the 31st December, 1858:

ESTATE OF	AMOUNT.	ESTATE OF	AMOUNT.
Emanuel L. Shuberger.....	\$8 61	Joseph Eymael .....	35 38
Ann Garvey.....	60 12	Jean Phocas.....	64 53
Samuel K. Whitmore.....	9 62	Thomas Riley .....	5 87
M. R. Henderson .....	52 17	James Wall .....	7 58
Pat'k Demming, or Dunning.	180 07	Ann E. Carrick.....	4 34
Patrick Ryan.....	345 15	Fredrick Fliegler.....	52 79
Rosina Kienle.....	12 26	An unknown man found at	
John C. Bornet.....	26 60	Cortner's Hook.....	12 04
Phillip Brown.....	5 00	Henry Chanteau.....	31 65
Jane W. Smith .....	196 52	Robert Mackay.....	149 32
William Skinner.....	49 33	Margaret Keating.....	503 65
Arthur Newey.....	3 40	G. Y. D. Richardson .....	2 80
Philip Sharkie.....	71 59	William Wise.....	3 62
Dennis McGuire.....	43 06	Thomas Mooney.....	315 03
Wm. Martin, otherwise Joseph		Victorine C. Perrin.....	7 35
Williams.....	61 03		
George Jones.....	64 14	Total.....	\$2,567 35
Mary Ann Smith.....	182 73		

THOMAS C. FIELDS,  
*Public Administrator.*

PUBLIC ADMINISTRATOR'S OFFICE,  
January 7th, 1859.

CITY AND COUNTY OF NEW YORK, ss:

THOMAS C. FIELD, Public Administrator in the city of New York, being duly sworn, says, that according to the best of his knowledge, information and belief, the annexed account contains a true statement of the moneys received for commissions and expenses, and of the total amount of receipts and expenditures in each case in which the Public Administrator has taken charge of, and collected any effects, or in which he shall have administered, during the year 1858; with the names of the deceased, his addition, the place of his residence at the time of his death, if known, and the country or place from which he came, if he was not a resident of this state at the time of his death.

THOS. C. FIELDS.

Sworn before me, this 8th  
day of January, 1859.

GEO. N. PRATT,  
*Commissioner of Deeds.*

*The Corporation of the City of New York in Account with THOMAS C. FIELDS,  
Public Administrator.*

1858:				1858:		
Jan.	To	Coroners' fees .....	25	Jan.	By cartage charged	
		Post-office box rent .....	3 00		in 1857, written	
		Cleaning offices and washing.	8 38		back .....	\$3 38
		Gas bill.....	18 50			
		Preparing Annual Report....	75 00	Feb.	Rent of store-room,	
		Postages papers, &c. ....	64		overpaid, refunded.	12 06
Feb.	To	Window shades for offices.....	3 00	June	Net proceeds, sale of	
		Cleaning offices .....	5 00		sundries, unclaimed	
		Gas bill.....	1 90		property.....	36 43
		Rent of store room.....	65 62			
		Post office stamps.....	1 50	Dec.	Storage charged on	
		Soap, matches, postage.....	1 53		various estates ....	124 75
		Day Book, advertising Annual		"	Commissions on mo-	
		Report.....	312 00		neys received to the	
		Fixing gas pipe.....	88		credit of various	
		Labor in store room.....	2 44		estates, by Thomas	
Mar.	To	Altering sign boards .....	3 00		C. Fields, Public	
		Gas bill .....	1 40		Administrator.....	2215 13
		Cleaning offices.....	5 56			
		P. Dolan, for coals in 1856...	31 75			
		Hair brush, comb and soap ..	75			
		Postage, letter carrier.....	3 51			
April	To	Labor in store room, moving ..	14 00			
		Cleaning offices .....	5 75			
		Post office stamps.....	1 00			
		Advertising and agents ex-				
		penses.....	1 38			
		Albany Evening Journal, ad-				
		vertising Annual Report...	122 20			
		Postage, papers, &c....	14			
May	To	Cleaning offices.....	5 00			
		Gas bill.....	1 30			
		Rent store room .....	65 63			
		Papering office .....	18 00			
		Carpet for office.....	32 59			
		Painting offices .....	16 06			
		Three office chairs.....	10 00			
		Labor in store room.....	4 50			
		Postage, papers, &c.....	28			
		Fixing desk locks.....	2 50			
June	To	New locks for office .....	7 50			
		Cleaning offices and washing.	8 75			
		Gas bill .....	40			
		Post office stamps.....	50			
		Fixing gas pipe.....	94			
		New directory .....	2 50			
		Soap, postage, &c.....	1 72			
July	To	Gas bill .....	40			
		Post Office box rent.....	3 00			
		Cleaning offices .....	7 00			
		Brooklyn directory .....	2 00			
		Carried forward.....	\$880 85		Carried forward....	\$2391 75

	Brought forward.....	\$880 85	1858.	Brought forward..	\$2391 75
July	To Repairing clock.....	1 50			
	Postage, papers, &c.....	71			
Aug.	To rent of store room.....	68 55			
	Gas bill.....	40			
	Cleaning offices, &c.....	7 75			
	Two locks and bolts for offices	8 50			
	Window shade.....	3 00			
	Soap, matches and postage ..	1 43			
Sept.	To Cleaning offices.....	7 00			
	New book case.....	25 26			
	Post Office stamps.....	1 74			
	Postage, &c.....	1 57			
Oct.	To Cleaning office.....	7 75			
	Gas bill.....	55			
	Altering iron railing.....	8 00			
	Diary and pocket-book .....	1 88			
	Post Office stamps.....	50			
	Postage, matches, &c.....	1 23			
Nov.	To Cleaning offices, &c.....	7 75			
	Gas bill.....	65			
	Kindling wood.....	1 00			
	Postage, papers, &c.....	98			
	Rent of store room.....	66 37			
	Blacking, postage, &c.....	37			
	Office, "Daily Journal 1859,"	2 00			
	Subscription to Albany Even-				
	ing Journal.....	8 00			
	Rug for office.....	75			
Dec.	To Cleaning offices.....	7			
	Gas bill.....	1 15			
	Two paper files .....	1 40			
	Two coalscuttles and fire irons	2 50			
	Fire screen and tongs.....	6 00			
	Postage, papers, &c.....	1 42			
	Serving 808 notices to hotels,				
	boarding-houses, &c.....	80 80			
	Commissioners fees, stage....	66			
	Payments on various estates,				
	to close same on books....	54 47			
	A. V. Stout, City Chamber-				
	lain, balance of commissions	1120 43			
		\$2391 75			\$2391 75

THOMAS C. FIELDS, *Public Administrator.*

*To the Common Council of the city of New York:*

The Public Administrator in the city of New York, in pursuance of chapter second, section 449, of the ordinances organizing the city departments, entitled "The Bureau of the Public Administrator," herewith submits the following report of the titles of all actions prosecuted by or against him, and now pending and undetermined, together with other information in respect thereto.

**ACTIONS PROSECUTED BY THE PUBLIC ADMINISTRATOR.**

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**NEW YORK SUPREME COURT.**

Thomas C. Fields, Public Administrator, and administrator of Hyacinth Van Damme,  
*agst.*

The Albion Life Insurance Company and others.

This action is brought to determine the title to a policy of life insurance for ten thousand dollars.

Thomas C. Fields, Public Administrator, and administrator of John Bloodgood, deceased,  
*agst.*

Herman Brush, executor of Thomas H. Smith, deceased.

Action to recover the sum of fourteen thousand six hundred dollars, on unsettled accounts between the respective deceased parties.

Thomas C. Fields, Public Administrator, and administrator of Rufus Bunnell, deceased,  
*agst.*

Joseph D. Beers.

Action for the settlement of partnership accounts and collection of balance claimed.

## NEW YORK SUPERIOR COURT.

Thomas C. Fields, Public Administrator, and administrator of George Guynet,

*agst.*

James A. Stevens and another

Action for settlement of partnership accounts, &c,

## ACTIONS PROSECUTED AGAINST THE PUBLIC ADMINISTRATOR.

## NEW YORK SUPREME COURT.

Rose Kopman, administratrix of Louis Kopman,

*agst.*

Thomas C. Fields, Public Administrator, and administrator of Margaret Kopman.

Action to recover a claim of one thousand two hundred dollars upon an alleged loan.

Eliza Ann Cropsey,

*agst.*

Thomas C. Fields, Public Administrator, and administrator of James Ridgway.

Action to recover forty thousand dollars for alleged services rendered to the deceased during an alleged marriage, which the courts decided invalid. The plaintiff has given notice of appeal to the Court of Appeals, but the appeal is not perfected.

Julius A. Vail,

*agst.*

David A. Bokee and others.

Action for the foreclosure of a mortgage; the Public

Administrator is a party defendant, as administrator of Margaret Bokce, deceased.

Louisa Chew,

*agst.*

William Egan and others.

Action for the foreclosure of a mortgage; the Public Administrator is a party defendant, as administrator of Henry Dodd, deceased.

All which is respectfully submitted.

THOS. C. FIELDS,

*Public Administrator.*

NEW YORK, January 7, 1859.



DOCUMENT No. 5.

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BOARD OF ALDERMEN,

JANUARY 16, 1859.

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The following Communication from the Street Commissioner, together with the accompanying papers, were received, laid on the table and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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STREET COMMISSIONER'S OFFICE,  
NEW YORK, January 24, 1859.

*To the Honorable the Common Council :*

GENTLEMEN:—Herewith I have the honor to transmit for your information, a copy of a report of Mr. Ewen, Superintendent of Street Improvements, accompanied by a full and detailed statement, embracing a large amount of information in regard to the several contracts, finished and unfinished, for work under the supervision of the Street Department.

It will be seen, that some prompt action is necessary to relieve the department from the great embarrassment caused by the irregular, illegal, and sometimes fraudulent

manner in which the business has heretofore been transacted; and the attention of your Honorable Bodies is earnestly called to these matters.

Respectfully submitted,

G. W. SMITH,  
*Street Commissioner.*

BUREAU OF STREET IMPROVEMENTS,  
NEW YORK, Dec. 24, 1858.

G. W. SMITH, Esq., *Street Commissioner*:

SIR:—In compliance with your circular of 8th instant, requesting a report of the condition in which the Bureau of Street Improvements was found at the time of Mr. Cooper's appointment as Street Commissioner, as also its present condition, together with an account of the disbursements made under it, I hereby respectfully present the following remarks:

It does not appear from any books or accounts that have come under my notice, that this bureau was ever organized previous to the time referred to, excepting only so far as relates to appointments of inspectors on public works, which seem to have been very liberally dispensed, and for which claims for compensation are continually being presented to this bureau.

Since the appointment of Mr. Cooper as Street Commissioner, this bureau has been properly organized by my immediate predecessor, Mr. Lovell, but its operations have been, and continue to be, much embarrassed, in consequence of the irregular, illegal and loose manner in

which specifications and contracts for work were made previous to that time. The accompanying documents,

A.	No.	1,	to	No.	3;
B.	"	1,	"	"	13½;
C.	"	1,	"	"	37;
D.	"	1,	"	"	—;
G.	"	1.	"	"	21;

will show more fully the difficulties that the Street Department and its bureaux labor under in the execution of its legitimate duties. These documents were prepared with great care, under the direction of the late Street Commissioner.

I also refer to document No. 6. Board of Councilmen, dated April 17, 1858, being a report prepared by my predecessor in office, Mr. Lovell, showing the state of affairs at that time.

The accompanying schedule, marked B, shows the expenditures on the various accounts since the organization of the bureau; and schedule C, the after state of the several works finished and unfinished.

I call your attention to what I consider of importance, for the more efficient carrying out of the duties of the bureau under my charge; I allude to the passing of ordinances for various improvements, from time to time. It frequently occurs, that the ordinances are not full and explicit, and do not give sufficient authority for the full accomplishment of the intended improvement. Would it not be well to recommend the Common Council to refer all ordinances relating to this bureau to the Street Department previous to their passage for revision or correc-

tion, as the case may require, so that when passed by the Common Council, such ordinances shall embrace all the powers necessary to the proper performance of the work to be done under them?

Your attention is respectfully directed to contracts made, and now in progress, and to some that have been completed, and the assessment lists for which are returned to this bureau, where they still remain awaiting action previous to being sent to the assessors. One class of contracts are declared illegal by the Courts in their late decisions, in consequence of the ordinances for the works having been passed in different years by the respective Boards composing the Common Council. Some of this class of contracts have been made in good faith, and at fair prices. Heretofore contracts made under such ordinances were always deemed legal until the late decision of the Courts to the contrary.

In my opinion, it would be advisable, (if the Common Council have not the power to legalize the ordinances,) to apply to the legislature for the passage of an act to legalize them.

Another class of contracts are those that were also made in good faith and at fair prices; but on the final returns of the surveyor being rendered, after the completion of the work, a difference is found between them and the quantities estimated to be done in the specification, and by which the bids were tested, to determine who was the lowest bidder. In consequence of such difference between the original estimate, and the amount returned on the completion of the work, it frequently happens in such

cases, that the parties who are the lowest at the time the estimates are opened, become higher than the next highest bidder on the final returns, and consequently by late decisions of the courts, the contract becomes void.

This difference of amounts between the first estimate and the final returns of work done, arises from the impossibility of ascertaining the amount of rock and earth excavation separately to be taken out until the work is finished. This difficulty can be rectified by drawing the specification in such a manner that the final returns after the completion of the work will not alter the relative positions of the parties taking the contract; or in other words, the lowest bidder on the first estimate will still be the lowest bidder on the completion of the work.

Still another class of contracts are those that were apparently fraudulently made, and with fraudulent intent. This class of contracts are entitled to consideration. The owners of property on the line of the improvements having received some benefit from the work done, should be made to pay a fair equivalent for the same, and more especially as the city has advanced large sums on these contracts previous to the discovery of the frauds.

These advances were made in compliance with the ordinance providing monthly payments on all contracts amounting to over ten thousand dollars. Such advances were also made on the two former classes of contracts.

I submit, if it would not be proper and right for the Common Council to apply to the legislature for the passage of a law, either by the appointment of a commissioner or otherwise, to fix a fair and just price for the

work done, so that the parties benefited by the improvement may be assessed, and the city re-imbursed for the amounts advanced on such contracts.

Having but recently been appointed to the office of Superintendent of Street Improvements, I have not had sufficient time nor opportunity to inform myself fully on all the points in dispute, relating to the several contracts now in operation or finished, and various other matters deserving consideration; but I shall, from time to time, communicate such facts and observations, as I may deem necessary for your consideration.

Your obedient servant,

EDWARD EWEN,

*Supt. of Street Improvements.*

## SCHEDULE C—1.

*Accompanying the Report of Superintendent of Street Improvements.*

Assessment Lists for the following works have been confirmed, and final payments made :

G No. 6. Forty-sixth street, from Broadway to Eighth avenue, paving, John McGrane contractor. Confirmed June 9, 1858 ...	\$2,249 61
G No. 7. Canal street, from Centre to East Broadway, paving, C. G. Waterbury, contractor. Confirmed June 21, 1858...	29,785 18
G No. 15. Third avenue, from Forty-fourth to Fifty-sixth streets, paving, John Pettigrew contractor. Confirmed Nov'r 26th, 1858.....	30,272 29
G No. 17. Square foot of Jackson street, regulate, &c., John Pettigrew contractor. Confirmed Nov. 27, 1858.....	1,557 29
G No. 18. Canal street, Nos. 77, 79, 81, fence and flag, James Dennis contractor. Confirmed Oct. 14, 1858.....	106 32
G No. 19. Seventh avenue, from Fifty-first to Fifty-ninth streets, regulate and pave, George C. Harsin contractor. Confirmed June 21st, 1858.....	11,653 90
G No. 20. Lexington avenue, from Thirty-fourth to Forty-second streets, paving, John B. Morrell contractor. Confirmed Sept'r 18, 1858 .....	22,677 13

Removing three old bridge piers from Harlem river, near foot of One hundred and fourteenth street. ....

- C. No. 8. Sixtieth street, from Second to Fifth avenues, regulate and grade, Thos. Crimmins contractor, has been confirmed, (Nov'r 27th, 1858,) but final payment not made..... 25,171 24

Assessment Lists for the following works have been received—not yet confirmed, nor final payments made.

- B No. 3. Forty-third street, from Tenth to Eleventh avenues, regulate and grade, curb and gutter. Norman McLeod, contractor.

New contract. Forty-third street, from Eleventh avenue to Hudson river, re-set curb and gutter, and re-flag. John Hodgins, contractor.

- C No. 2. Lexington avenue, from Fiftieth to Fifty-seventh street, regulate, curb and gutter. J. B. Dingeldein, Assignee of P. Fohey, contractor.

- C No. 4. Fiftieth-street, from Sixth to Seventh avenues, regulate. P. O'Brien, contractor.

- C No. 11. Fourth avenue, from Thirty-eighth to Fifty-eighth streets, regulate, curb and gutter, and flag. John McGrane, contractor.

- C No. 16. Fifty-sixth street, from Sixth avenue to Broadway, regulate, curb and gutter, and flag. Michael Tracy, contractor.

- C No. 22. Fifty-seventh street, from Third to Fifth avenue, regulating. John Quinn, contractor.



C No. 23. One hundred and twenty-fifth street, from Eighth avenue to the west side of Manhattan street, regulate and grade, curb and gutter. Bartlett Smith, Assignee, Cornelius Smith, contractor.

C No. 27. Fifty-second street, from Tenth to Eleventh avenues, regulate. Conklin Sharp, contractor.

C No. 30. Fifty-fourth street, from Sixth to Seventh avenues, regulate, curb and gutter and flag. James Hume, contractor ; Mechanics and Traders' Bank, Assignee.

C. No. 20. Fifty-ninth street, from Bloomingdale road to Tenth avenue, regulating. Peter Masterson, contractor.

## (C 2.)

Total amount of vouchers issued since April, 1858, as per detailed statement marked:

To contractors.....	\$51,042 60
To surveyors.....	9,174 57
To inspectors.....	6,085 24
For contingencies.....	59 25
For placing monument stones.....	6 00
For placing street signs.....	177 25
	<hr/>
	\$66,544 91
Issued since the above to Dec. 31, 1858.....	5,122 95
	<hr/>
Total .....	<u>\$71,667 86</u>

Contracts have been made as follows:

43d street, from 11th avenue to Hudson river; reset curb and gutter and reflag; finished.

Removing three old piers in Harlem river; finished.

10th avenue, from 54th street to Broadway; regulate and grade.

127th street, from 5th to 6th avenues; flagging.

52d street, from 10th to 11th avenues; curb and gutter.

46th street, from 10th to 11th avenues; flagging.

Lexington avenue, from 57th street to Hamilton square; regulate and grade.

5th avenue, from 61st to 86th streets; regulate and grade, curb and gutter and flag.

84th street, from 8th avenue to Broadway; regulate and grade.

Ordinances have been approved as follows:

Approved Aug. 31, 1858. Set, curb and gutter and flag sidewalks in front of No. 44 Vandam street; done by owners.

Set, curb, and gutter and flag sidewalks in front of Nos. 100 and 102 East 13th street; done by owners.

Flag sidewalks north-east corner of King and Varick streets; contract made and confirmed; abandoned by contractors.

Repair sidewalks from No. 19 West 12th street to the corner of University place; bids not opened.

Flag in front of No. 184 Varick street; contract made and confirmed; abandoned by contractor.

Set, curb, and gutter and flag sidewalks in 48th street, between Broadway and 8th avenue; contract made, and confirmed and abandoned by contractor.

Flag in front of No. 55 University place; contract made and confirmed; abandoned by contractor.

Repairing sidewalks from No. 116 6th avenue to the corner of 9th street; done by owners.

Repairing sidewalks in front of No. 32 West 13th street; contract made and confirmed; abandoned by contractor.

Repairing sidewalks from No. 72 University place to the corner of 12th street; contract made and confirmed; abandoned by contractor.

Flag sidewalks from No. 20 to 28 West 12th street; done by owners.

Flag and reflag sidewalks from No. 8 West 9th street to the 6th avenue; nothing done.

Approved Sept. 8. Flag and reflag south side of 15th street, between 6th and 7th avenues; done by owners.

Approved Oct. 30. Grade of Mulberry street, south side of Canal street, be altered and changed, so as to ascend ten inches to one hundred feet from the present grade of Canal street, until it intersects the curb and gutter now in Mulberry street; bids not opened.

Approved Nov. 4. Reset, curb, and gutter and flag sidewalks in Prince street, south-west corner of Thompson street, up to and inclusive of Nos. 180 and 182 Prince street; bids not opened.

Approved Nov. 10. Flag and reflag sidewalks in New Bowery and Pearl street, between Chatham square and Peck slip; bids not opened.

Approved Nov. 12. Curb, and gutter and flag sidewalks in front of Nos. 109, 111, 135, 137 and 139 Thompson street; nothing done.

Approved Dec. 7. Flag sidewalks in East 17th street, between avenues A and B, on south side; nothing done.

Flag sidewalks on east side of 3d avenue, between 42d and 44th streets; nothing done.

Curb and gutter, set and reset, flag and reflag sidewalks from No. 123 Waverley place to the corner of 6th avenue; also from No. 80 to the corner of Waverley place; nothing done.

Grade, set and reset, curb and gutter in 89th street, between 4th and 5th avenues; nothing done.

Flag sidewalks in Lexington avenue, between 33d and 34th streets, a space four feet wide; nothing done.

## SCHEDULE B.

*Detailed Statement of Vouchers issued by the Bureau of Street Improvements, for payment to Contractors, Surveyors, Inspectors and Miscellaneous, since April, 1858.*

DATE OF VOUCHER.	TO WHOM ISSUED.	FOR WHAT PURPOSE.	AMOUNT.	AMOUNT.
1858.				
June 10.....	Jno. Callahan, assignee of John Mo- Grano, contractor.....	Regulating 4th avenue, between 71st and 79th streets....	.....	\$1,040 38
" 15.....	Jno. Kinsley, contractor.....	Regulating 4th street, between 1st and 3d avenues.....	.....	186 71
" 17.....	Mechanics and Traders' Bank, assignee of James Humes, contractor.....	Regulating curb and gutter and flagging 5th street, be- tween 6th and 7th avenues.....	.....	2,755 91
" 26.....	Mechanics and Traders' Bank, assignee of G. C. Hardin, contractor.....	Regulating curb and gutter, paving and flag- } Interest { ging 7th avenue, between 51st and 59th sts. } Balance {	..... 314 34 1,555 57	1,899 91
" 26.....	G. C. Waterbury, contractor, Butchers and Drovers' Bank, assignee.....	Paving Canal street, Centre to } Interest..... East Broadway..... } Balance.....	477 54 12,271 37	12,748 91
" 26.....	Edward Boyle, surveyor.....	Filling sunken lots in 30th and 31st streets, 10th and 11th avenues.....	.....	30 69
" 30.....	Jno. M <sup>l</sup> Leed Murphy, do.....	Preliminary surveys 117th street, 3d av. and Ave. A.....	.....	103 23
" 30.....	Isaac T. Ludlam, do.....	Canal street, between Centre and East Broadway.....	.....	696 51
July 1.....	James E. Serrell, do.....	Hammond and 13th sts., Washington street and 18th ave. Regulating 60th street, 2d and } Excess inspection. }	..... 484 50	676 80
" 9.....	Thomas Orlumins, contractor.....	5th avenues..... } Balance.....	5,415 55	5,900 05
" 14.....	Jno. T. Dodge, surveyor.....	Regulating and grading curb and gutter 48d street, 10th and 11th avenues.....	.....	231 60
" 15.....	Alexander Ward, Inspector.....	Regulating 30th street, 5th avenue to East river.....	.....	192 00
" 16.....	Isiah Keyser, do.....	Regulating, curb and gutter and flagging 4th avenue, 38th and 58th streets.....	.....	405 00

" 28....	Mechanics and Traders' Bank, assignee of J. B. Dingeldien, assignee of Philip Fohey, contractor.....	Regulating curb and gutter Lexington avenue, 50th to 57th streets } Excess inspection { Balance.....	415 50 401 62	317 12
" 29....	Ino. Callahan, assignee of John McGrane, contractor.....	Regulating 4th avenue, 71st and 79th streets.....	410 00 888 50	1,296 50
" 29....	Robert Boal, inspector.....	Regulating curb and gutter and flagging 5th street, 6th and 7th avenues.....	.....	480 24
" 31....	Pay-roll inspectors.....	Inspecting streets in progress.....	.....	592 00
Aug't 2....	R. Graves, surveyor.....	Regulating and paving 7th avenue, 51 and 59th streets.....	.....	380 91
" 17....	Egbert L. Viale, do.....	Regulate 61st street, 3d and 5th avenues.....	.....	101 80
" 17....	J. C. S. Sinclair, do.....	Regulate and grade 8th avenue, 114th and 125th streets.....	.....	224 50
" 19....	Superintendent Street Improvements.....	Visiting works in progress, July.....	.....	10 50
" 19....	Ino. M. Minnie, inspector.....	Regulating 44th street, 1st and 3d avenues.....	.....	26 10
" 25....	Carpenter & Vandervoort.....	Furnishing street signs.....	.....	45 75
" 31....	Pay-roll inspectors.....	Inspecting streets in progress.....	.....	1,086 00
" 31....	John Missing, do.....	Filling sunken lots 55th street, 10th and 11th avenues.....	.....	52 00
Sept'r 2....	Joseph Manning, do.....	Flagging 18th street.....	.....	18 00
" 3....	Superintendent Street Improvements.....	Visiting works in progress, August.....	.....	9 75
" 16....	John Hooper, inspector.....	Regulating 54th street, 1st avenue and East river.....	.....	270 00
" 18....	Carpenter and Vandervoort.....	Furnishing street signs.....	.....	48 00
" 20....	R. Graves, surveyor.....	40th, 41st, 42d, 43d and 44th streets, 1st and 2d avenues.....	.....	80 00
" 25....	Mechanics and Traders' Bank, assignee of J. B. Morrell, contractor.....	Paving Lexington avenue, 34th } Excess inspection... { and 42d streets..... } Interest.....	106 00 939 85	
" 25....	Ino T. Dodge, surveyor.....	Balance.....	6,651 28	7,096 63
" 30....	Pay-roll inspectors.....	Do. do. do. ....	.....	498 89
Oct'r 4....	Superintendent Street Improvements.....	Inspecting works in progress.....	.....	1,086 00
" 6....	Edward Boyle, surveyor.....	Visiting do. do. ....	.....	18 50
" 13....	John T. Dodge, do.....	Regulating 9th avenue, 45th and 64th streets.....	.....	224 80
" 15....	Thomas McSpedon, inspector.....	Do. Broadway, 34th and 36th streets.....	.....	25 86
		Regulating curb and gutter, 57th street, 8th and 11th ave.....	.....	368 00

DATE OF VOUCHER.	TO WHOM ISSUED.	FOR WHAT PURPOSE.	AMOUNT.	AMOUNT.
Oct'r 19....	John Kinaley, contractor.....	Regulating 44th street, 1st and 3d avenues.....	.....	\$30 85
" 19....	Egbert L. Vicle, surveyor.....	Regulating 57th street, 3d and 5th avenues.....	.....	232 80
" 23....	John Welsh.....	Monuments for Duane Level 27th street.....	.....	6 00
" 23....	R. Graves, surveyor.....	Profile of 8th avenue, 59th and 116 streets, for Committee on Roads Common Council.....	.....	200 00
" 26....	John Mountjoy, inspector.....	Regulating, flagging, &c., 5th avenue, 49th and 61st streets.....	.....	248 00
" 29....	James Dennis, contractor.....	Fencing and flagging Canal street, Nos. 77, 79 and 81.....	.....	87 75
" 30....	Pay-roll inspectors.....	Inspecting works in progress.....	.....	962 00
" 30....	Jao. Missing, do.....	Filling sunken lots 55th street, 10th and 11th avenues.....	.....	52 00
" 30....	Jao. McGrane, contractor, Mechanic and Traders' Bank assignee.....	Paving 46th street, 8th avenue and } Interest..... Broadway.....	46 34 498 81	545 15
" 30....	Superintendent Street Improvements.....	Visiting works in progress, October.....	.....	15 00
Nov'r 8....	John T. Dodge, surveyor.....	Paving 46th street, 8th avenue and Broadway.....	.....	120 87
" 22....	Ishac T. Ladlam, do.....	Blasting rock on Diamond Reef.....	.....	420 00
" 23....	P. Morris & J. Cummings, contractors.....	Removing old piers in Harlem river.....	.....	3,900 00
" 30....	E. Ewen, surveyor.....	Regulating 59th street, Broadway and 10th avenue.....	.....	218 12
" 30....	Superintendent Street Improvements.....	Visiting works in progress, November.....	.....	10 50
" 30....	Gardner A. Sage, surveyor.....	Regulating curb and gutter Lexington avenue, 50th and 57th streets.....	.....	597 09
" 30....	E. Ewen, do.....	Removing old piers in Harlem river.....	.....	150 00
" 30....	G. W. Smith.....	Set back railing Duane Park.....	.....	40 00
" 30....	Robert J. Dodge, do.....	Regulate 52d street, 10th and 11th avenues.....	.....	169 00
" 30....	Pay-roll inspectors.....	Inspecting works in progress.....	.....	186 00
" 30....	Charles Smith, do.....	Regulating curb and gutter 40th street, 1st and second avenues.....	.....	52 00
Dec'r 6....	John Pettigrow, contractor.....	Paving 3d avenue, 44th to 56th } Interest..... streets.....	1,489 16 8,451 45	9,940 60
" 6....	Do. do.....	Regulate grade and pave square foot Jackson street.....	.....	1,179 22
" 7....	John T. Dodge, surveyor.....	Reg. curb & gutter & flag. 79th st., Broadway & H. rivr.....	.....	348 57



Dec'r. 7....	R. Graves, surveyor.....	Reg'g curb and gutter & flag, 56th st., B'way & 6th av..	336 12
" 7....	Jno. T. Dodge do.....	Regulating 60th street, bet. 3d and 5th avenues.....	470 27
" 7....	R. J. Dodge, do.....	Fence and flag, 77, 79 and 81 Canal street.....	8 79
" 7....	Jno. T. Dodge, do.....	Regulating, &c., 43d street, bet. 11th ave. and H. river..	118 00
" 7....	Jno. E. Morrell, contractor.....	Excess of inspection Lexington avenue, 84th to 42d sts..	106 00
" 9....	E. L. Viele, surveyor.....	Regulating 57th street, 3d to 5th avenues.....	193 70
" 9....	E. Smith, do.....	Reg. curb & gutter & flag, 4th ave., bet. 38th & 58th sta.	1,835 79
" 12....	Carpenter & Vandervoort.....	Placing street signs.....	80 50
" 13....	R. Graves, surveyor.....	Square foot of Jackson street.....	118 00
" 16....	Do do.....	Reg. curb & gutter, &c., 125th st., 8th av. & Manh'n st..	225 57
" 18....	John T. Dodge, do.....	Re-flagging, &c., 43d street, 11th av. and H. R.....	101 54
" 18....	John Hodgins, contractor.....	do. do.....	588 91
Total.....			\$66,544 91

### E. EWEN, Superintendent Street Improvements.

NEW YORK, December 23d, 1858.

Since the above date, the following vouchers have been issued:—

December 20.....	J. C. S. Sinclair, surveyor, 54th street, from 6th to 7th avenue.....	\$221 25
" 28.....	H. Mooney & S. Concklin, contractors, 52d street, from Broadway to 6th ave.....	4,901 70 nearly done

## FENCING—FORM A.

*Contract for Fencing.*

This Agreement, made and concluded this      day of      ,  
in the year of our Lord one thousand eight hundred and      ,  
between the Mayor, Aldermen and Commonalty of  
the city of New York, by their Street Commissioner,  
of the first part, and      , of the said city, of the second  
part, Witnesseth, that the said      , of the second part,  
agreed, and      hereby agree, under the penalty expressed  
in a bond bearing even date herewith,

The fence to be six feet and a half high, of hemlock  
boards, on chestnut posts, the posts to be ten feet long, set  
three feet in the ground, and the earth well rammed around  
them; the side next the street to be straight, the boards to  
be of good quality, placed close to each other, and well  
nailed on with tenpenny nails; the posts to be six feet  
apart, a batten to be well nailed over the ends of the  
boards where they meet on the posts; the work to be done  
under the inspection of the surveyor, and to be made satisfactory to him.

Payment to be made on completion of the work.

And the party of the second part hereby further agrees,  
that during the performance of the work he will keep the  
street free and unobstructed for all the purposes for which  
the same may be required, and to be answerable for any  
damage which may be occasioned to persons, animals, or  
property, by reason of carelessness in any manner connected  
with said work; and that he will hold the parties of  
the first part harmless and indemnified against any such

damage for which the parties of the first part may be rendered liable.

And the party of the second part further agrees, to receive as full compensation for furnishing all the materials and labor, and performing said work according to specification, the sum of

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

For the Mayor, Aldermen and Commonalty of the city of New York.

Signed and sealed }  
in presence of }

Know all Men by these Presents, That we, of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of        dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment well and truly to be made we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated this        day of        , one thousand eight hundred and

Whereas, the above bounden        , by an instrument in writing, under        hand and seal, bearing even date with these presents,        contracted with the said Mayor, Aldermen and Commonalty, to

Now, therefore, the condition of the above obligation is such, that if the said      shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and complete the same within the period therein stipulated, then this obligation to be void; or else to remain in full force and virtue.

Signed and sealed }  
in presence of }

### FLAGGING—FORM B.

#### *Contract for Flagging.*

This Article of Agreement Witnesseth, That      , of the city of New York, contractor      , ha      agreed, and do hereby agree, with the Mayor, Aldermen and Commonalty of the said city, under the penalty expressed in a bond have this day given them, to furnish all the materials and labor to

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, and to contain eight superficial feet or more; nor to be less than two inches in thickness, and to be pointed square on every side. The flagging to be bedded in clean sharp sand or gravel, four inches in depth, and to be covered with the same one inch thick at the joints. And all materials or rubbish whatsoever, that shall remain on the street after the aforesaid work shall have been completed, must be immediately removed by the contractor.

And      furthermore agree to perform the work aforesaid to the satisfaction of the Street Commissioner, or

such person as the Street Commissioner shall appoint to inspect the same, and to commence the work immediately, and progress therein, so as to complete the same by the day of , one thousand eight hundred and fifty . And furthermore agree to receive, as full compensation for performing the above work, the sum of

And do further agree to furnish satisfactory evidence to the Street Commissioner, that all persons who shall have performed work or furnished materials for the performance of this contract have been fully paid therefor, according to their respective agreements with the contractor, before being entitled to receive the last money due on this contract.

And do further agree to allow to be deducted from the amount of moneys payable to under this agreement, the moneys paid for inspector's services, after the time specified for the completion of this contract.

And furthermore agree that will not assign, by power of attorney or otherwise, any of the moneys arising under this contract, unless by and with the consent of the Street Commissioner, to be signified by his endorsement on the contract. And lastly, that will accept of payment for the above-mentioned work, on the confirmation of the assessment to be laid for that purpose.

In witness whereof, have hereunto set hand and seal, this day of , one thousand eight hundred and fifty .

Signed and sealed }  
in the presence of }

Know all Men by these Presents, That we,        of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of        dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals.

Dated this        day of        , one thousand eight hundred and fifty        .

Whereas, the above bounden        , by an instrument in writing, under        hand and seal        , bearing even date with these presents, ha        contracted with the said Mayor, Aldermen and Commonalty to furnish all the materials and labor to

Now, therefore, the condition of the above obligation is such, that if the said        shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then this obligation to be void; or else to remain in full force and virtue.

Signed and sealed }  
in the presence of }

## CURB AND GUTTER—FORM C.

*Contract for Curb and Gutter.*

This Article of Agreement Witnesseth, That of the city of New York, contractor, do hereby agree with the Mayor, Aldermen and Commonalty of the city of New York, under the penalties expressed in a bond have this day given them, that will furnish all the materials and labor to

The street to be regulated in conformity to the grade line on the profiles in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb stone, and the carriage-way to be properly shaped under the direction of the surveyor. The contractor to excavate the earth that is above the grade, and fill such portion of it as may be required on the street where it is below the grade, or shall be after the excavation of the rock, which is only to be allowed for as excavation. The rock to be blasted to the depth directed by the surveyor. No boulders to be allowed for as rock.

The curb and gutter stones to be of North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than four feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than four feet in length, fourteen inches in width, and six inches thick, the surface level and even, and the ends and sides squared, to form close joints. The gutter stones at the circular cor-

ners to be cut to conform thereto. Contractors will observe that these provisions will be strictly enforced.

The flagging to be of the best North river stone; no stone to measure less than four feet in width, and twenty-four inches in length, and to contain eight superficial feet or more; to be two inches thick, pointed square on all sides, and to be laid in clean sharp sand or gravel, four inches in depth, and covered with the same one inch thick at the joints.

The work and material to be under the inspection of the surveyor, or such person as may be appointed by the Street Commissioner.

The surveyor will be instructed not to return an account of any work or materials that shall not conform to the above specification.

The contractor agree to clean off all sand, dirt or rubbish from said street within twelve days after the pavement shall have been completed; and the work shall not be accepted as completed, unless the certificate of the Superintendent of Streets shall have been furnished the Street Commissioner, that the said sand, dirt or rubbish has been removed.

And the contractor further agree to pay the amount paid for inspector's services over and above the time fixed upon for the execution of this contract, to be retained out of the moneys payable to according to this agreement.

The contractor further agree to furnish satisfactory evidence to the Street Commissioner, that all persons who shall have performed work or furnished materials



for the performance of this contract have been paid fully therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract.

The contractor further agree that if at any time the aforesaid work shall not progress according to the terms of this agreement, and the Street Commissioner shall be of opinion that the work is delayed, he shall have the power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and to use such materials as he shall find on the ground, or procure other materials sufficient to complete the work, and charge the expense of said labor and materials to the contractor, and deduct the amount thereof from the amount to be paid under the contract.

And the contractor furthermore agree that the said work shall conform to such further directions as shall be given by the Street Commissioner, for the following considerations:

For excavating earth, per cubic yard      cents. For  
furnishing and filling earth, per cubic yard      cents.  
Blasting and removing rock, per cubic yard      cents.  
Furnishing gravel, per cubic yard      cents. Bridge-  
stones, per square foot      cents. Re-laying bridge-stones,  
per square foot      cents. Flagging, per square foot  
cents. Setting curb and gutter, per running foot

cents. Re-setting curb and gutter, per running foot  
cents. Paving, per square yard      cents. Re-paving,  
per square yard      cents. Culverts, per running foot  
cents.

And the contractor furthermore agree that the workmanship shall be performed in the best manner; the stone, sand, and other materials with which the work is composed, shall be of the best kind; and that a sufficient number of persons shall be at all times employed to execute the work; the whole to be approved of by the Street Commissioner, or such person as shall be appointed to superintend the work; and any materials used, or any work done under this contract, which shall not be approved by the person appointed as aforesaid to superintend the same, or by either of the officers before-mentioned, shall be immediately taken up and removed, and other materials or other work substituted in place thereof, until they shall be satisfied; and that all rubbish and materials whatsoever that shall remain after the aforesaid work shall have been completed in the manner aforesaid, shall be immediately removed from the street; and the contractor furthermore agree that will not assign, by power of attorney or otherwise, any of the moneys arising under this contract, unless by and with the consent of the parties of the second part of this agreement, to be signified by the endorsement of the Street Commissioner on the contract.

And the contractor furthermore agree that will commence the aforesaid work without delay, and progress therein so as to complete the same on or before the day of      one thousand eight hundred and fifty      And

in case the said work shall not be so completed or finished on the said last-mentioned day, that      will pay to the said Mayor, Aldermen and Commonalty, or allow them to retain out of the money payable to      for the said work as above-mentioned, the sum of      dollars for each and every day during which the said work shall remain so incomplete or unfinished, from and after the said day. And lastly, that      will receive payment for the above-mentioned work on the confirmation of the assessment.

In witness whereof,      have hereunto set      hand and seal this      day of      one thousand eight hundred and fifty

Signed and sealed in }  
the presence of }

Know all Men by these Presents, That we,      of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of      dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals.

Dated, this      day of      one thousand eight hundred and fifty

Whereas, The above bounden      by an instrument in writing, under      hand and seal bearing even date with these presents, ha      contracted with the said Mayor, Aldermen and Commonalty, to furnish all the materials and labor to

Now, therefore, The condition of the above obligation is such, that if the said      shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then this obligation to be void, or else to remain in full force and virtue.

Signed and sealed in }  
the presence of        }

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#### PAVING—FORM D.

##### *Contract for Paving.*

This Article of Agreement Witnesseth, That      of the city of New York, contractor do hereby agree with the Mayor, Aldermen and Commonalty of the city of New York, under the penalties expressed in a bond      have this day given them, that      will furnish all the materials and labor to

If it be found requisite in shaping the street to remove any earth, it shall, if required by the surveyor, be filled into any part of the street above described; if not so required, it shall be removed from the street, and disposed of by the contractor and in either case to be paid for as excavation only. The whole to be under the inspection of such person as may be appointed by the Street Commissioner. The surveyor will be instructed not to return an account of any work or materials that shall not conform to the above specification. All rubbish to be removed by the contractor immediately after the completion of the paving.

The contractor to excavate the carriage-way twelve inches below the bottom of the intended pavement, in sections of not more than one entire block, before carting on the gravel; the gravel then to be brought on, and evenly graded to receive the pavement. The paving stones must be of the best quality, hard and dark color, not less than inches in depth, nor more than inches in any direction, stones of a similar size to be placed together. All the paving stones shall be closely paved, perpendicular on their small ends, and not on their sides or edges in any case whatever, and all sand to be kept off the pavement until the same has been well rammed and inspected, the pavers to keep at least ten feet in advance of the rammers. After the pavement is inspected, it is to be sanded and again well rammed, and then covered with two inches of sand. The pavement shall be commenced at both gutters simultaneously. Contractors will observe that these provisions will be strictly enforced.

The contractor agree to clean off all sand, dirt or rubbish from said street within twelve days after the pavement shall have been completed; and the work shall not be accepted as completed, unless the certificate of the Superintendent of Streets shall have been furnished the Street Commissioner, that the said sand, dirt or rubbish has been removed.

And the contractor further agree to pay the amount paid for inspector's services over and above the time fixed upon for the execution of this contract, to be retained out of the moneys payable to according to this agreement.

The contractor further agree to furnish satisfactory

evidence to the Street Commissioner, that all persons who shall have performed work or furnished materials for the performance of this contract have been paid fully therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract.

The contractor further agree that if at any time the aforesaid work shall not progress according to the terms of this agreement, and the Street Commissioner shall be of opinion that the work is delayed, he shall have the power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and to use such materials as he shall find on the ground, or procure other materials sufficient to complete the work, and charge the expense of said labor and materials to the contractor and deduct the amount thereof from the amount to be paid under the contract.

And the contractor furthermore agree that the said work shall conform to such further directions as shall be given by the Street Commissioner, for the following considerations:

For excavating earth, per cubic yard	cents.	For
furnishing and filling earth, per cubic yard	cents.	
Blasting and removing rock, per cubic yard	cents.	
Furnishing gravel, per cubic yard	cents.	Bridge-
stones, per square foot	cents.	Re-laying bridge-stones,
per square foot	cents.	Flagging, per square foot
cents.		Paving, per square yard
		cents.
		Re-paving

per square yard      cents. Culverts, per running foot  
cents.

And the contractor furthermore agree that the workmanship shall be performed in the best manner; the stone, sand, and other materials with which the work is composed, shall be of the best kind; and that a sufficient number of persons shall be at all times employed to execute the work; the whole to be approved of by the Street Commissioner, or such person as shall be appointed to superintend the work; and any materials used, or any work done under this contract, which shall not be approved by the person appointed as aforesaid to superintend the same, or by either of the officers before-mentioned, shall be immediately taken up and removed, and other materials or other work substituted in place thereof, until they shall be satisfied; and that all rubbish and materials whatsoever that shall remain after the aforesaid work shall have been completed in the manner aforesaid, shall be immediately removed from the streets; and the contractor furthermore agree that will not assign, by power of attorney, or otherwise, any of the moneys arising under this contract, unless by and with the consent of the parties of the second part of this agreement, to be signified by the endorsement of the Street Commissioner on the contract.

And the contractor furthermore agree that will commence the aforesaid work without delay, and progress therein so as to complete the same on or before the day of      one thousand eight hundred and fifty      And in case the said work should not be so completed or finished on the said last-mentioned day, that will pay to the

said Mayor, Aldermen and Commonalty, or allow them to retain out of any money payable to      for the said work as above-mentioned, the sum of      dollars for each and every day during which the said work shall remain so incomplete or unfinished, from and after the said day. And lastly,      will receive payment for the above-mentioned work, according to ordinance of December 30th, 1854.

In witness whereof,      have hereunto set      hand  
and seal this day of      one thousand eight hun-  
dred and fifty

Signed and sealed in }  
the presence of      }

Know all Men by these Presents, That we,      of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of      dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals.

Dated, this      day of      one thousand eight hundred and fifty

Whereas, The above bouden      by an instrument in writing, under      hand and seal bearing even date with these presents, ha      contracted with the said Mayor, Aldermen and Commonalty, to furnish all the materials and labor to



Now, therefore, The condition of the above obligation is such, that if the said        shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then this obligation to be void, or else to remain in full force and virtue.

Signed and sealed in }  
the presence of }

## STREETS AND ROADS—FORM E.

### *Contract for Streets and Roads.*

This agreement, made and concluded this        day of        in the year of our Lord one thousand eight hundred and fifty       , between the Mayor, Aldermen and Commonalty of the city of New York, by their Street Commissioner,        of the first part, and        of the said city, contractor of the second part, witnesseth, that the said part of the second part, ha        agreed and do        hereby agree, under the penalty expressed in a bond bearing even date herewith, to furnish all the materials and labor to

The street is to be brought to the grade line on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped under the direction of the Surveyor. The Contractor to excavate the portion above the grade, and fill it into the portion below, which is only to be allowed for as excavation, and to fur

nish and fill in surplus earth; the rock to be excavated two feet below the line of the curb stone grade, and to be allowed for as excavation only; no boulders to be measured or allowed for as rock; all the rock excavated by the contractor to belong to him, upon his furnishing at his own cost an equal quantity of earth, and filling it on the street where required.

Firm and substantial stone culverts      feet wide and      feet high, to be bnilt in such part of the street as may be directed by the Surveyor.

And the contractor further agree to pay the amount paid for Inspector's services over and above the time fixed upon for the execution of this contract, to be retained out of the moneys payable to      , according to this agreement.

The contractor further agree to furnish satisfactory evidence to the Street Commissioner that all persons who shall have performed work, or furnished materials for the performance of this contract have been fully paid therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract; for all rock which shall be blasted and broken to a suitable size for carting, including its removal and deposit in embankment, the sum of      cents per cubic yard shall be paid; and      cents per cubic yard for earth excavated; and      cents per cubic yard for earth filling; culverts, per running foot.

And the part      of the second part hereby agree to

place such force upon the work as the Street Commissioner shall from time to time direct, and to conform the work to such further directions as may be given by the Street Commissioner and one of the city surveyors, and to become answerable for any damage which may be done to persons, animals, or property, arising from any neglect on part to place proper guards, or to keep lights burning during the night, nor by reason of the blasting of any rock, or by carelessness in any manner connected with the work to be done under this contract; and the part of the second part, hereby further agree that will commence the aforesaid work without delay, and progress therein so as to complete the same by the day of one thousand eight hundred and fifty.

And it is hereby further agreed, that if, at any time, in the opinion of the Street Commissioner, the work does not progress according to the terms of the agreement, and he shall be of opinion that the work is delayed, he shall have power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and shall charge the expense of such labor to the contractor upon this contract, and the expense so incurred shall be deducted from the amount to be paid under this contract, whenever the same shall be due. And the Street Commissioner shall have power to use such materials as he shall find upon the ground, or procure other materials, and charge the expense of the same in like manner as for labor. And the part of the second part hereby further agree that will not assign, by power of attorney or otherwise, any of the moneys arising under this contract, unless by and with the consent of the parties of the first part of this

agreement, to be signified by the endorsement of the Street Commissioner on the contract. Payment to be made for the above mentioned on the confirmation of the assessment.

In witness whereof the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed and sealed }  
in the presence of }

Know all men by these presents, that we, of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals.

Dated this day of one thousand eight hundred and fifty

Whereas, the above bounden by an instrument in writing, under hand and seal bearing even date with these presents, has contracted with the said Mayor, Aldermen and Commonalty, to furnish all the materials and labor to

Now, therefore, the condition of the above obligation is such, that if the said shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly

perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then his obligation to be void, or else to remain in full force and virtue.

Signed and sealed }  
in the presence of }

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## STREETS AND ROADS—FORM F.

### *Contract for Streets and Roads,*

This agreement, made and concluded this      day of      in the year of our Lord one thousand eight hundred and fifty      , between the Mayor, Aldermen and Commonalty of the city of New York, by their Street Commissioner      of the first part, and      of the said city, contractor      of the second part, witnesseth, that the said part      of the second part      ha      agreed, and do hereby agree, under the penalty expressed in a bond bearing even date herewith, to furnish all the materials and labor to

The street is to be brought to the grade line on the profiles in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped under the direction of the surveyor. The contractor to excavate the portion above the grade, and fill it into the portion below, which is only to be allowed for as excavation, and to furnish and fill in all extra earth required to complete the grading; the rock to be excavated two feet below the line of the curb stone grade, and to

be allowed for as excavation only; no boulders to be measured or allowed for as rock; all the rock excavated by the contractor to belong to him, upon his furnishing at his own cost an equal quantity of earth, and filling it on the street where required; no rock filling to be within three feet of the grade.

Firm and substantial stone culverts      feet wide and  
feet high, to be built in such part of the street as  
may be directed by the surveyor.

The contractor further agree to furnish satisfactory evidence to the Street Commissioner that all persons who shall have performed work, or furnished materials for the performance of this contract, have been fully paid therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract: and for the faithful performance of the above stipulated work agree to receive as full compensation the following prices, viz: For all rock blasted and removed      cents per cubic yard; for all earth removed      cents per cubic yard; for furnishing and filling earth      cents per cubic yard; for culverts built      cents per running foot.

And the part      of the second part hereby agree to place such force upon the work as the Street Commissioner shall from time to time direct, and to conform the work to such further directions as may be given by the Street Commissioner and one of the city surveyors; and

to place proper guards, or to keep lights burning during the night, and to become liable for all damages that may occur, either by reason of the blasting of any rock, or by carelessness in any manner connected with the work to be done under this contract; and the part of the second part hereby further agree that will commence the aforesaid work within days after signing the contract, and progress therein so as to complete the same by the day of one thousand eight hundred and fifty

And it is hereby further agreed, that if, at any time, in the opinion of the Street Commissioner, the work does not progress according to the terms of the agreement, and he shall be of opinion that the work is delayed, he shall have power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and shall charge the expense of such labor to the contractor upon this contract, and the expense so incurred shall be deducted from the amount to be paid under this contract, whenever the same shall be due. And the Street Commissioner shall have power to use such materials as he shall find upon the ground, or procure other materials, and charge the expense of the same in like manner as for labor. And the part of the second part, hereby further agree that will not assign, by power of attorney, or otherwise, any of the moneys arising under this contract, unless by and with the consent of the parties of the first part of this agreement, to be signified by the endorsement of the Street Commissioner on the contract.

Payment to be made for the above mentioned, as per ordinance of December 30, 1854.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed and sealed }  
in the presence of }

*City and County of New York, ss:*

I, of said city, being duly sworn, depose and say, that I am a householder or freeholder, and am worth the sum of thousand dollars, over and above all my liabilities.

Sworn and subscribed to, this }  
day of 185 before me, }

... *Commissioner of Deeds.*

*City and County of New York, ss:*

I, of said city, being duly sworn, depose and say, that I am a householder or freeholder, and am worth the sum of thousand dollars, over and above all my liabilities.

Sworn and subscribed to, this }  
day of 185 before me, }

*Commissioner of Deeds.*

Know all Men, by these Presents, that we, of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and



Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals.

Dated this      day of      one thousand eight hundred and fifty

Whereas, the above bounden      by an instrument in writing, under      hand and seal bearing even date with these presents, ha      contracted with the said Mayor, Aldermen and Commonalty, to furnish all the materials and labor to      in the manner, on the conditions, and for the considerations in the annexed preceding agreement mentioned and contained.

Now, therefore, the condition of the above obligation is such, that if the said      shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then this obligation to be void; or else to remain in full force and virtue.

Signed and sealed in }  
presence of                }

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CURB AND GUTTER, FORM G.

*Contract for Curb and Gutter.*

This Agreement, made and concluded, this      day of  
in the year of our Lord one thousand eight hundred

and fifty      between the Mayor, Aldermen and Com-  
monalty of the City of New York, by their Street Com-  
missioner      of the first part, and      of the said city,  
contractor of the second part, witnesseth, that the said  
part      of the second part      ha      agreed, and do  
hereby agree, under penalty expressed in a bond bearing  
even date herewith, to furnish all the materials and labor  
to      The street to be regulated in conformity to the  
grade line on the profiles in the Street Commissioner's  
office. The sidewalks to be regulated with a rise of two  
inches on ten feet from the curb stone, and the carriage-  
way to be properly shaped under the direction of the sur-  
veyor. The contractor to excavate the earth that is  
above the grade, and fill such portion of it as may be re-  
quired on the street where it is below the grade, or shall  
be after the excavation of the rock, which is only to be  
allowed for as excavation. The rock to be blasted to the  
depth of two feet below the grade. No boulders to be al-  
lowed for as rock.

The curb and gutter stones to be of North river stone,  
or of dark blue Connecticut stone, and similar to the pat-  
terns to be seen at the office of the Street Commissioner.  
The curb stones to be not less than four feet in length,  
five inches thick, and twenty inches wide throughout; the  
ends to be truly squared, so as to form close and even  
joints, and the front cut smooth to the full depth, to join  
closely with the gutter, and to be set with a proper incli-  
nation. The gutter stones to be not less four feet in  
length, fourteen inches in width, and six inches thick, the  
surface level and even, and the ends and sides squared, to  
form close joints. The gutter stones at the circular  
corners to be cut to conform thereto.

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, and to contain eight superficial feet or more; nor to be less than two inches in thickness, and to be pointed square on every side. The flagging to be bedded in clean sharp sand or gravel, four inches in depth, and to be covered with the same one inch thick at the joints. And all materials or rubbish whatsoever, that shall remain on the street after the aforesaid work shall have been completed, must be immediately removed by the contractor.

The work and materials to be under the inspection of the surveyor, or such person as may be appointed by the Street Commissioner.

The contractor agree to clean off all sand, dirt or rubbish from said street within twelve days after the pavement shall have been completed; and the work shall not be accepted as completed, unless the certificate of the Superintendent of Streets shall have been furnished the Street Commissioner, that the said sand, dirt or rubbish has been removed.

The contractor further agree to place proper guards, or to keep lights burning during the night, and to become liable for all damages that may occur, either by reason of the blasting of any rock, or by carelessness in any manner connected with the work to be done under this contract.

The contractor further agree to furnish satisfactory evidence to the Street Commissioner, that all persons who shall have performed work or furnished materials for the

performance of this contract have been paid fully therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract.

The contractor further agree that if at any time the aforesaid work shall not progress according to the terms of this agreement, and the Street Commissioner shall be of opinion that the work is delayed, he shall have the power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and to use such materials as he shall find on the ground, or procure other materials sufficient to complete the work, and charge the expense of said labor and materials to the Contractor and deduct the amount thereof from the amount to be paid under the contract.

And the contractor furthermore agree that the said work shall conform to such further directions as shall be given by the Street Commissioner. And for the faithful performance of the above stipulated work, agree to receive as full compensation, the following prices, viz:

For excavating earth, per cubic yard	cents.	For
furnishing and filling earth, per cubic yard	cents.	
Blasting and removing rock, per cubic yard	cents.	
Furnishing gravel, per cubic yard	cents.	Bridge
stones, per square foot	cents.	Re-laying bridge
stones per square foot	cents.	Flagging per square
foot	cents.	Re-laying flag per square foot
Setting curb and gutter, per running foot	cents.	Re-

setting curb and gutter, per running foot      cents.  
 Paving, per square yard      cents. Re-paving, per square  
 yard      cents. Culverts, per running foot

And the contractor furthermore agree that the workmanship shall be performed in the best manner; the stone, sand, and other materials of which the work is composed shall be of the best kind; and that a sufficient number of persons shall be at all times employed to execute the work; the whole to be approved of by the Street Commissioner, or such person as shall be appointed to superintend the work; and any materials used, or any work done under this contract, which shall not be approved by the person appointed as aforesaid to superintend the same, or by either of the officers before mentioned, shall be immediately taken up and removed, and other material or other work substituted in place thereof, until they shall be satisfied; and that all rubbish and materials whatsoever that shall remain after the aforesaid work shall have been completed in the manner aforesaid, shall be immediately removed from the street; and the contractor furthermore agree that will not assign, by power of attorney, or otherwise, any of the moneys arising under this contract, unless by and with the consent of the part of the first part of this agreement, to be signified by the endorsement of the Street Commissioner on the contract.

And the contractor furthermore agree that will commence the aforesaid work within      days from the signing of the contract, and progress therein so as to complete the same on or before the      day of      one thousand eight hundred and fifty      . And furthermore

agree to accept payment for the above work in accordance with the ordinance in relation to contract work, passed December 30, 1854.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

In the presence of

*City and County of New York, ss:*

I, of said city, being duly sworn, depose and say, that I am a householder or freeholder, and am worth the sum of      thousand dollars over and above all my liabilities.

Sworn and subscribed to this }  
day of      185 , before me, }

, *Commissioner of Deeds.*

*City and County of New York, ss:*

I, of said city, being duly sworn, depose and say, that I am a householder or freeholder, and am worth the sum of      thousand dollars, over and above all my liabilities.

Sworn and subscribed to, this }  
day of      185 , before me, }

, *Commissioner of Deeds.*

Know all Men by these Presents, that we, of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of      dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and

Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Scaled with our seals

Dated this      day of      one thousand eight hundred and fifty .

Whereas, the above bounden      by an instrument in writing, under      hand and seal bearing even date with these presents, ha      contracted with the said Mayor, Aldermen and Commonalty, to furnish all the materials and labor to

In the manner, on the conditions, and for the considerations in the annexed preceding agreement mentioned and contained.

Now, therefore, the condition of the above obligation is such, that if the said      shall well and truly, and in a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and well and truly perform all the stipulations and agreements in said contract specified, and complete the same within the periods therein stipulated, then this obligation to be void: or else to remain in full force and virtue.

Signed and sealed }  
in presence of }

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#### PAVING.—FORM H.

##### *Contract for Paving.*

This agreement, made and concluded, this      day of      in the year of our Lord, one thousand eight hundred and

fifty- , between the Mayor, Aldermen and Commo-  
nalty of the city of New York, by their Street Commis-  
sioner, of the first part, and of the said city,  
contractor, of the second part, witnesseth, that the said  
part of the second part, ha agreed, and do hereby  
agree, under the penalty expressed in a bond bearing even  
date herewith, to furnish all the materials and labor to

If it be found requisite in shaping the street, to remove  
any earth, it shall, if required by the Surveyor, be filled  
into any part of the street above described; if not so re-  
quired, it shall be removed from the street, and disposed  
of by the contractor , and, in either case, to be paid for  
as excavation only. The whole to be under the inspection  
of such persons as may be appointed by the Street Com-  
missioner. The Surveyor will be instructed not to return  
an account of any work or materials that shall not con-  
form to the above specification. All rubbish to be re-  
moved by the contractor , immediately after the com-  
pletion of the paving.

The contractor to excavate the carriage-way twelve  
inches below the bottom of the intended pavement, in sec-  
tions of not more than one entire block, before carting on  
the gravel; the gravel then to be brought on, and to be  
graded with a proper crown to receive the pavement.  
The paving stones to be of the best quality, hard and  
dark color, not less than six inches in depth, nor more  
than ten inches in any direction, stones of a similar size  
to be placed together. All the paving stones shall be  
closely paved, perpendicular on their small ends, and not  
on their sides or edges, in any case whatever; and all sand  
to be kept off the pavement until the same has been well



rammed and inspected, the pavers to keep at least ten feet in advance of the rammers. After the pavement is inspected, it is to be sanded and again well rammed, and then covered with two inches of sand, and no more. The pavement shall be commenced at both gutters simultaneously, and progress to the centre, on an angle of forty-five degrees, keeping the sides in advance. Contractors will observe, that these provisions will be strictly enforced.

The curb and gutter stones to be of North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than four feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than four feet in length, fourteen inches in width, and six inches thick, the surface level and even, and the ends and sides squared, to form close joints. The gutter stones at the circular corners to be cut to conform thereto. Contractors will observe, that these provisions will be strictly enforced.

All the flagging to be of the best North river stone; no stone to measure less than four feet long, two feet wide, and to be at least two inches thick, and joined square on every side. The flagging to be bedded in clean, sharp sand or gravel, four inches in depth, and to be covered with the same, one inch in thickness at the joints; the covering sand to be swept entirely off, after remaining twelve days. The bridge stone, or cross-walk to be of the best

quality North river stone, each stone to be not less than four feet long, two feet wide, and seven inches thick, to be well and truly jointed.

The contractor agree to clean off all sand, dirt or rubbish from said street, within twelve days after the pavement shall have been completed; and the work shall not be accepted as completed, unless the certificate of the Superintendent of Streets shall have been furnished the Street Commissioner, that the said sand, dirt or rubbish has been removed.

The contractor further agree to furnish satisfactory evidence to the Street Commissioner, that all persons who shall have performed work, or furnished materials for the performance of this contract, have been fully paid therefor, according to their respective agreements with the contractor; and in case such evidence is not furnished, then the said Street Commissioner shall, on the production of proper vouchers, be authorized to pay for said materials and labor out of any moneys due on said contract.

The contractor further agree , that if at any time the aforesaid work shall not progress according to the terms of this agreement, and the Street Commissioner shall be of opinion that the work is delayed, he shall have the power to place such and so many other persons, by contract or otherwise, to work at and complete the same, as he shall deem advisable, and to use such materials as he shall find on the ground, or procure other materials sufficient to complete the work, and charge the expense of said labor and materials to the contractor , and deduct the amount thereof from the amount to be paid under this contract.

And the contractor furthermore agree , that the said work shall conform to such further directions as shall be given by the Street Commissioner; and for the faithful performance of the above stipulated work agree to receive, as full compensation, the following prices, viz:

For excavating earth, per cubic yard	cents.	For
furnishing and filling earth, per cubic yard	cents.	
Blasting and removing rock, per cubic yard,	cents.	
Furnishing gravel, per cubic yard,	cents.	Bridge
stones, per square foot,	cents.	Re-laying bridge stones,
per square foot,	cents.	Flagging, per square foot,
cents.		Re-laying flagging, per square foot,
Paving, per square yard,	cents.	Re-paving, per square
yard,	cents.	Furnishing and setting curb and gutter,
per running foot,	cents.	Resetting curb and gutter,
per running foot,	cents.	

And the contractor furthermore agree , that the workmanship shall be performed in the best manner; the stone, sand, and other materials of which the work is composed shall be of the best kind; and that a sufficient number of persons shall be at all times employed to execute the work; the whole to be approved of by the Street Commissioner, or such person as shall be appointed to superintend the work; and any materials used, or any work done under this contract, which shall not be approved by the person appointed as aforesaid to superintend the same, or by either of the officers before-mentioned, shall be immediately taken up and removed, and other materials, or other work substituted in place thereof, until they shall be satisfied; and that all rubbish and materials whatsoever, that shall remain after the aforesaid work shall have been

completed in the manner aforesaid, shall be immediately removed from the street; and the contractor furthermore agree, that      will not assign, by power of attorney, or otherwise, any of the moneys arising under this contract, unless by and with the consent of the parties of the first part of this agreement, to be signified by the endorsement of the Street Commissioner on the contract.

And the contractor furthermore agree, that      will commence the aforesaid work without delay, and progress therein, so as to complete the same, on or before the day of      one thousand eight hundred and fifty      .

And      furthermore agree to accept payment for the above work, in accordance with the ordinance, in relation to contract work, passed December 30th, 1854.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

In the presence of

*City and County of New York, ss:*

I,      of said city, being duly sworn, depose and say, that I am a householder or freeholder, and am worth the sum of      thousand dollars, over and above all my liabilities.

Sworn and subscribed to, this      day }  
of      185      . }

Before me,

*Commissioner of Deeds.*





for the said work as above mentioned, the sum of \_\_\_\_\_ dollars for each and every day during which the said work shall remain so incomplete or unfinished, from and after the said day. And lastly, that \_\_\_\_\_ will receive payment for the above-mentioned work on the confirmation of the assessment.

In witness whereof, \_\_\_\_\_ have hereunto set \_\_\_\_\_ hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and fifty \_\_\_\_\_

Signed and sealed in the presence of \_\_\_\_\_

Know all men by these presents, that we, \_\_\_\_\_ of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of \_\_\_\_\_ dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we and each of us, do bind ourselves and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Scaled with our seals.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ one thousand eight hundred and fifty \_\_\_\_\_

Whereas, the above-bounden \_\_\_\_\_, by an instrument in writing, under \_\_\_\_\_ hand and seal bearing even date with these presents, has contracted with the said Mayor, Aldermen and commonalty, to \_\_\_\_\_

Now, therefore, the condition of the above obligation is such, that if the said \_\_\_\_\_ shall well and truly, and in

a good, sufficient and workmanlike manner, perform the work mentioned in the said contract, and complete the same within the periods therein stipulated, then this obligation to be void ; or else to remain in full force and virtue.

Signed and sealed }  
in the presence of }

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(A, No. 1.)

*Regulating Ninth Avenue, from Forty-fifth to Sixty-fourth street.*

Ordinance for work—Councilmen, July 9th, 1855 ;  
Aldermen, July 6th, 1855.

Approved, July 11th, 1855.

Specifications for bids dated August 14th, 1855, specifying the work to be done as follows :

The road-bed to be one hundred feet wide, and the slopes of the embankments to be three-quarter horizontal to one foot vertical, and to be sodded for their entire length from the road-bed to the seat of the embankment.

The avenue is to be brought to the new grade line on the profile in the Street Commissioner's office. The side-walks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped under the direction of the Surveyor ; the contractor to excavate the portion above the grade, and fill it into the portion below, which will be allowed for as excavation ; the contractor to furnish any deficiency of earth that may be required to regulate the road.

All the work and materials to be under the direction of



the Surveyor, and inspection of such person as the Street Commissioner shall appoint to inspect the same; the work to be commenced immediately. The most strict compliance with the above specification will be enforced, as the Surveyor will be instructed not to return an account of any materials that may be laid or furnished, not strictly conformable to the preceding specification.

Culverts to be built in such parts of the avenue as the Surveyor may direct.

Estimators will state in their proposals, the price per cubic yard for excavating earth, which must include the sodding of the embankments, its removal to such parts of the avenue as required, and removing the surplus, if any; the price per cubic yard for excavating rock, and the removal of any surplus that may not be required.

The following is the estimate of work and materials by which the bids will be tested, viz :

18,800 cubic yards of earth excavation ;

18,900 cubic yards of rock excavation ;

2,500 cubic feet (four (4) feet) dry stone masonry culvert.

The amount of security required for the faithful performance of the above will be twenty thousand dollars.

The time allowed to complete the above work will be twelve months.

The other provisions of the specification are :

Estimators are required to state in their proposals, under oath before a commissioner of deeds, their names and places of residence ; the names of all persons inter-

ested with them ; and if no other person be so interested, they must distinctly state that fact ; also that it is made without any connection with any other person making an estimate for the same purpose ; and that it is in all respects fair, and without collusion or fraud ; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance ; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary signed by contractors, it is thought well to give express notice, that hereafter

contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse, and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Friday, the 24th day of August, 1855, at half past twelve o'clock P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The contract will contain a clause making it obligatory on the contractor to pay the Inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

Payment to be made on confirmation of the assessment to be laid for that purpose. The right to decline all the

proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY, *Street Commissioner.*

STREET DEPARTMENT, New York, }  
August 14th, 1855. }

*Contractor*—J. T. Gallagher.

Contract dated August 28th, 1855, in form E, and at the prices of his bid. *Sureties*—E. G. Bruling and James H. Brady for twenty thousand dollars.

Award of contract not confirmed by Common Council, and no communication from Street Commissioner making the award found in the proceedings of the Common Council.

Gallagher's bid was :

Excavating earth (10 cents per cubic yard)	\$1,880 00
“ rock (48 “ “ “ “ )	9,072 00
Culvert.....( 3 “ “ “ foot)	75 00
	<hr/>
	\$11,027 00

T. Asten was the lowest bidder, as follows :

Excavating earth ( 6 cents per cubic yard).....	\$1,128
“ rock (37 “ “ “ “ ).....	6,993
Culverts .....( 5 “ “ “ foot).....	125
	<hr/>
	\$8,246

*Sureties*, Thomas S. Butler and S. H. Hunter.

Ira A. Fowler was a lower bidder, his bid amounting to..... \$9,918

*Sureties*, J. Humphrey and R. Foster.

Edward Boyle, Surveyor.

No work has been done, or payments made on this contract, nor can the contractor be found.

The award of contract not having been confirmed by the Common Council, the contract is regarded as void, and a surveyor, Mr. John J. Serrill has been directed to prepare estimates for a new contract, which are now ready for advertisement.

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(A. No. 2.)

Setting curb and gutter in Eighty-ninth street, between Fourth and Fifth avenues.

Ordinance adopted by Board of Councilmen, July 10, 1855.

By Board of Aldermen, March 17, 1856.

Approved March 18, 1856.

Specifications dated January 12, 1856.

Specifying the work to be done as follows :

"The curb and gutter to be of the best North river stone; similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick and twenty inches wide ; and the gutter stone to be three feet long, six inches thick and fourteen inches wide. All truly squared so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the Surveyor.

Curb and gutter stones to be laid in at least one foot of clean sharp gravel.

All work and material to be under the direction of the Surveyor and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same; and materials furnished, or work done not satisfactory to either of them shall be immediately re-

moved, and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the Surveyor and Inspector giving their certificate of completion.

The contractor to notify the Surveyor before commencing the work.

The estimate of work and material for each of which prices are required, and by which the bids will be tested, is as follows :

One thousand eight hundred feet of new curb and gutter.

Estimators will state a price for furnishing and setting curb and gutter stones, per running foot. This price to include furnishing gravel and removing rubbish.

The amount of security required for the faithful performance of the above will be seven hundred dollars.

The time allowed to complete the work sixty days."

The other provisions of the specifications are:

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfilment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification on any work which they may un-

dertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Thursday, the 22d day of January, 1857, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified and price fixed on in the contract, will not be allowed for.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made on confirmation of the assessment to be laid for that purpose.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

STREET DEPARTMENT, NEW YORK,  
Jan. 12, 1856.

*Contractor*—John Fitzpatrick.

Contract dated June 16, 1857; in form G.

No record of any award of contract by the Street Commissioner, being communicated to the Common Council, and no confirmation. Sureties Hugh McCabe and George Mountjoy, for seven hundred dollars.

In this case, Fitzpatrick was not a bidder. It is said that a contract was made to C. Devlin, which was torn out of the contract book, and this contract executed after Devlin came into office, and was made by Turner as Deputy Street Commissioner.

The contract is filled out as follows:

1,800 lineal feet curb and gutter.....\$1 22—\$2,196 00

There are only two bids:

C. C. Ellis, \$1 46 per lineal foot of curb and gutter.

C. Devlin, \$1 37       “       “       “

and in both cases the \$1 is written in a different ink from the other figures.

GEORGE B. MELENDY, *Surveyor*.

The time designated in the contract for the completion of the work, is one day before the date of the contract.

This contract being evidently fraudulent, is not recognized. No work was done or payments made under it. New proposals were advertised and the contract awarded; but prior to its confirmation by the Common Council,



it being found that the ordinance was passed by the respective boards of the Common Council in different years, the award of the contract was withdrawn October 18, 1858.

(A. No. 3.)

Regulating and grading Eighty-fourth street, from Eighth avenue to Broadway.

Ordinance approved by Boards of Aldermen and Councilmen, Sept. 26, 1855.

Specifications dated November 20, 1855.

Specifying the work to be done as follows :

The street is to be brought to the new grade line drawn on the profile of Eighty-fourth street, in the Street Commissioner's office, by the Commissioners of grades.

The contractor to excavate all that portion or part of the street shown by that profile above the grade, and fill in that portion shown below grade, which is only to be allowed for as excavation. All rock must be excavated two feet deep below said grade; the excavation below grade to be filled with earth. Rock only to be filled in where permitted by the surveyor. No earth to be removed from the street. Additional earth to be furnished.

Culverts, two feet wide by four feet high in the clear, to be built where directed by the surveyor; the walls to be of dry stone masonry, eighteen inches thick at the bottom, and twelve inches thick at the top; to be well covered with stone, at least three feet long, one foot wide, and six inches thick.

The sidewalks to be regulated with a sufficient rise from

the grade of the curb, and the carriage-way to be properly curved under the direction of the surveyor.

All the work to be under the superintendence and direction of the surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any work done not satisfactory to either of them, shall be made satisfactory to them.

The Surveyor's estimate of the probable amount of work by which the bids will be tested, is as follows, to be considered as more or less :

- 4,948 cubic yards of earth to be excavated and filled in embankment on the street.
- 14,911 cubic yards of rock to be excavated. and filled in embankment on the street.
- 8,666 cubic yards of additional earth to be furnished, and filled in embankment on the streets.
- 180 running feet of stone culverts.

The amount of security required for the faithful performance of the above, will be \$10,000.

The time allowed to complete the above work, will be eighteen months.

The other provisions in the specification are,

A strict compliance with the provisions of " Title III. of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interes-

ted with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

Estimators will state in their proposals, the price for excavating earth, per cubic yard, including its filling on the street; the price for blasting rock, per cubic yard, including its filling on the street; the price per cubic yard, for furnishing additional earth filling; the price per running foot for stone culverts.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that hereaf-

ter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

7 The estimates for the above work, will be publicly opened on Friday, the 30th day of November, 1855, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

7 The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired, and authorising the Street Commissioner to deduct such amount from the monies to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

7 The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner.*

STREET DEPARTMENT, NEW YORK,

November 20, 1855.

Owen Riley, contractor.

Contract dated May 1st, 1856, in form F, and at prices corresponding with his bid.

Contract confirmed to Owen Riley, April 22, 1856.

Sureties, James P. Decker and Peter Dawson, for \$10,000.

Reilly's bid was,—

Earth excavation—10 cents per yard—4,948 cu-	
bic yards.....	\$494 80
Rock “ 36 “ 14,911 cu-	
bic yards.....	5,367 96
Earth filling 18 “ 8,666 cu-	
bic yards.....	1,559 88
Culverts 82 cents per foot, 180 li-	
neal feet .....	147 60
Total.....	<u>\$7,570 24</u>

JOHN T. DODGE, *Surveyor.*

No work has been done or payments made on this contract, nor can O'Rielly be found. A new contract has, therefore, been advertised for, and the award sent, October 7, 1858, to the Board of Aldermen for confirmation by the Common Council.

## (B, No. 1.)

Regulating Fifty-fifth street, from Third to Fifth avenue, and from Seventh to Eighth avenue.

Ordinance adopted—Aldermen, July 6th, 1855.

“ “ Councilmen, July 9th, 1855.

“ “ Approved, July 11th, 1855.

Specifications dated November 10th, 1855, as follows:

“ The Street is to be brought to the Commissioners' grade line on the profile in the Street Commissioner's office.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly curved, under the direction of the surveyor.

Contractors will state in their proposals, the prices for the following work: For furnishing and filling in earth, per cubic yard; for the culvert, per running foot; and for excavating rock, per cubic yard.

The estimate of work by which the bids will be tested, is as follows: About 62,400 cubic yards of earth to be furnished; about 110 running feet of culvert; 8,900 yards rock cutting.

One culvert, 2 feet 6 inches wide by 4 feet high in the clear, to be built where directed by the surveyor; the walls to be of dry stone masonry, well laid up, 2 feet thick at the bottom, and 18 inches thick at the top; to be well covered with stone, at least 5 feet 6 inches long, and 6 inches thick.

The amount of security required for the faithful performance of the above, will be \$10,000.

The time allowed to complete the above work will be two years.

JAMES FUREY,  
*Street Commissioner."*

The other clauses in the specifications are:

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded. The consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein,

or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates or in any portion of the profits thereof.

A strict compliance with the provisions of the "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work, will be publicly opened on Wednesday, the 21st day of November, 1855, at 12 $\frac{1}{2}$  o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all time he may be employed on the work after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also an agreement on the part of



the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person, who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner."*

STREET DEPARTMENT, New York, }  
November 10, 1855. }

Oscar Taylor, contractor.

Contract dated, May 5th, 1856, in form as E, and at the prices of his bid.

Sureties—John McGrane and Wm. H. Adams, for \$10,000.

Award of contract confirmed to Oscar Taylor, by the Common Council,

Aldermen, March 19th, 1856.

Councilmen, April 23d, 1856.

Approved, April 26th, 1856.

Taylor's bid was as follows:

Earth filling.....	9 cents per cubic yard..	\$5,616
Rock excavation... 50	" " " ..	4,450
Culverts.....	\$20 per lineal foot.....	2,200
Total.....		<u>\$12,666</u>

Prior was the lowest bidder, as follows:

Earth filling.....	8 cents per cubic yard..	\$4,992
Rock excavation... 50	" " " ..	4,650
Culvert.....	\$17 per lineal foot.....	1,870
Total.....		<u>\$11,512</u>

Sureties—J. Wilson and T. J. Willard, for ———

An entry is made on the abstract of bids: "Mr. Prior the lowest bidder, having failed to produce his securities, and the resolution confirming the contract, confirms the contract to Oscar Taylor, Mr. Prior having failed to produce his securities, and execute the contract according to law."

Francis P. Vidal was the surveyor on the work. He has, however, been removed and replaced by Mr. John J. Serrell.

Mr. Vidal, as per certificate on file in Comptroller's office, returned the following quantities of work done:

Earth filling, 47,244 cubic yards, at 9 cents	
per yard (contract price).....	\$4,182 96
Rock excavation, 8,701 cubic yards at 50 cents	
per yard.....	4,350 50
Culverts, 818 lineal feet, at \$20 per foot.....	16,360 00
Total.....	<u>\$24,893 46</u>

Messrs. Daniel Ewen and John J. Serrell having been sent by the Comptroller to examine the work, reported the amount done, June 8, 1857, as follows:

Earth filling, 21,265 cubic yards, at 9 cents per yard.....	\$1,913 85
Rock excavation, 4,727 cubic yards, at 50 cents yard.....	2,363 50
Culverts, 681 lineal feet, \$20 per foot.....	1,362 00
Total .....	<u>\$17,897 35</u>

They also estimate the total amount of work originally to be done on the street, as follows:

Earth filling, 44,480 cubic yards.  
 Rock excavation, 6,813 " "  
 Culvert, 330 lineal feet.

A report has been made on this case by the Comptroller (see Annual Report for 1857, Doc. 10, p. 82).

The Comptroller's statement gives the amount paid on this contract as \$15,450.

Work was suspended on this job previous to the appointment of Mr. Cooper as Street Commissioner, the Comptroller refusing to make further payments, on the ground that the contracts had been overpaid, on correct estimates of the amount of work done.

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(B. No. 2.)

Regulating Eighth avenue, from One hundred and fourteenth to One hundred and twenty-fifth street.

Ordinance adopted—Aldermen, Jan. 5th, 1855.

“ “ Councilmen, April 23d, 1855.

“ “ Approved, April 28th, 1855.

Specifications dated, July 13th, 1855, as follows:

“ The avenue is to be regulated and graded in conformity with the Commissioner's grade, as shown upon the profiles in this office, and the carriage way and sidewalks properly shaped, under direction of the surveyor in charge of the work. The surface of the avenue, to the depth of twelve inches, is to be properly shaped with gravel.

The contractor to notify surveyor before commencing the work.

The surveyor's estimate of work and materials, and by which the bids will be tested, is as follows:

29,600 cubic yards of filling, more or less.

Contractors will state in their proposals, prices for the following work and materials, as before mentioned, viz:—For furnishing and filling in of earth, or broken stone, per cubic yard—this price to include the twelve inches of gravel.

Work or materials not specified and price fixed on in the contract, will not be allowed for.

The amount of security required for the faithful performance of the above, will be \$5, 00.

The time allowed to complete the above work will be six months.”

The other clauses in the specifications, are:

All the work and materials to be under the superintendence and direction of the surveyor, and any materi-

als furnished, or any work done, not satisfactory to him, shall be immediately removed, and other work done, and materials furnished satisfactory to him.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded: the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corpora-

tion," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work, will be publicly opened on Monday, the 23d day of July, 1855, at 12½ o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired, and authorising the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be de-

ducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor in charge of the work, to be filed with the Street Commissioner that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner.*

STREET DEPARTMENT, New York, }  
July 13th, 1855. }

Thomas Keene, contractor.

Contract dated October 15th, 1855, in form E, and at the prices in his bid.

Surety on the contract—Cornelius Smith, for \$5,000.

The sureties on Keene's bid were Thomas Connolly and William Sheridan.

The award of the contract has never been confirmed by the Common Council.

Keene's bid was:

Earth filling, 28 cents per cubic yard, \$8,288.

Sureties—Thomas Connolly and William Sheridan.

James Murray was the lowest bidder, as follows:

Earth filling, 24 cents per cubic yard, \$7,104.

Sureties—Lawrence Rodgers and John White.

John McLeod Murphy was the surveyor on this work. On his resignation J. C. Sinclair was appointed surveyor.

No work has been done under this contract; nor was his contract confirmed by the Common Council. The contract is, therefore, not recognised by this department. The work has been surveyed with a view to a new contract. There is now a good road and the necessity of completing this work will not arise until the lower part of the avenue has been regulated. The question of a change of grade is now before the Common Council.

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(B. No. 3.)

Grading and setting curb and gutter in Forty-third street, from Tenth avenue to the Hudson river.

Ordinance adopted—Councilmen, June 23d, 1854.

“ “ Aldermen, August 11th, 1854.

“ “ Approved, August 15th, 1854.

Specifications dated June 21st, 1855.

Norman McLeod, contractor.

Contract dated July 18th, 1855, in form.

Time allowed to complete the work, six months from the date of contract.



Sureties—Charles Devlin and Hugh McCabe, for \$4,000.

The contract was confirmed by Common Council on 22d October, 1858.

McLeod's bid was as follows:

Earth filling, at 10 cents per yard—12,500	
cubic yards (estimated quantities).....	\$1,250 00
Gravel 25 cents per pard—1,500 cubic yards..	375
Curb (reset), 3 cts. per foot—3,200 lineal ft. }	
Gutter (reset), 3 " " " 3,200 " " }	96 00
Bridge stone 2 " " " 175 square feet..	3 50
Repairing 10 cents per yard—4,500 square yds.	450 00
Reflagging 1½ cents per foot—10,000 sq. feet..	125 00
Total.....	<u>\$2,299 50</u>

An interlineation was made in the contract of two dollars per foot for culverts, not called for by the specification, or included in the bid. In the bid an offer is made of two cents per foot for re-laying bridge stone, not included in the contract. In the contract curb and gutter are allowed for separately, whereas in the bid they were coupled together as one item of work.

John T. Dodge, surveyor.

No returns of the work done have been made; and no payments on this contract are returned on the Comptroller's statement.

Work was suspended on this contract in consequence of a change in the grade; and this department, was authorized by the Common Council, 12th June, 1858, to settle with the contractor for the work done, and to make a

new contract for re-laying the flagging and resetting the curb and gutter stone.

This last contract was awarded, August 10th, 1858, and was confirmed by the Common Council, and the work is now reported complete.

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(B No. 4.)

Regulating Eighty-ninth street, from Third to Fifth avenue.

Ordinance adopted—Aldermen, April 2d, 1855.

“ “ Councilmen, June 8th, 1855.

“ “ Approved, June 11th, 1855.

Specifications dated August 24th, 1855, as follows:

The street to be brought to the new grade line, drawn on the profile of Eighty-ninth street, in the Street Commissioner's office, by the Commissioners of Grades.

The contractor to excavate all that portion or part of the street shown by that profile above the grade, and fill in that portion shown below grade, which is only to be allowed for as excavation. All rock must be excavated two feet deep below said grade on the carriage-way, and one foot below the grade on the sidewalks—the excavation below grade to be filled with earth. Rock only to be filled in where permitted by the surveyor. No earth to be removed from the street. Additional earth to be furnished.

The sidewalks to be regulated with a sufficient rise from the grade of the curb, and the carriage-way to be properly curved, under the direction of the surveyor.

Estimators will state, in their proposals, the price for excavating earth, per cubic yard, including its filling on the street; the price for blasting rock, per cubic yard, including its filling on the street; the price, per cubic yard, for furnishing additional earth filling.

The surveyor's estimate of the probable amount of work by which the bids will be tested, is as follows, to be considered as more or less:—2,500 cubic yards of earth to be excavated and filled in; 2,000 cubic yards of rock to be excavated and filled in; 2,500 cubic yards of additional earth to be filled upon the street.

The amount of security required for the faithful performance of the above, will be \$3,000.

The time allowed to complete the above work will be 90 days.

The other provisions of the specification are:

All the work to be under the direction and superintendence of the surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any work done not satisfactory to either of them, shall be made satisfactory to them.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of Estimates may be had at this office.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and

places of residence; the names of all persons interested with them; and, if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and, also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion; and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter, contractors will be required to conform to the *very letter* of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse, and that

any work or materials not strictly in accordance with the specifications of their contract, *will be positively rejected.*

The estimates for the above work will be publicly opened on Tuesday, the 4th day of September, 1855, at 12½ o'clock P. M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement, on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this Department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner.*

Street Department, New York, }  
August 24, 1855. }

Thomas Brady, contractor.

Contract dated Sept. 10th, 1855, in form as Appendix E,

at the prices of his bid. In the contract, no entry of price is made for excavating earth. Sureties, John Lynch and John Kelly, for \$3,000.

Brady was the lowest bidder, as follows:

Earth excavating, nothing.			
Rock	do.	50 cents per cubic yard,.....	\$1,000
Earth filling.....	25	do. do. ....	625
Total.....			<u>\$1,625</u>

John T. Dodge, surveyor.

The award of contract has not been confirmed by the Common Council.

No returns of work done have been made by the surveyor, and the Comptroller's statement gives no payments on this contract.

The larger part of the work is done.

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(B, No. 5.)

Regulating Fiftieth street, from Fifth to Lexington avenue.

Ordinance adopted by Aldermen, Nov'r 15, 1852;

“ “ Assistants, March 8, 1853;

“ approved March 9th, 1853.

Specifications dated April 19, 1853, specifying the work to be done as follows:

The street is to be brought to the grade, as shown on the profile in the Street Commissioner's office, dated March 31st, 1853. The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage way properly shaped, under the direction of the Surveyor. The rock to be excavated two feet below the line of the

curb grade, which two feet is to be filled with earth after such excavation, and to be allowed for as rock excavation only. No boulders to be measured or allowed for as rock. The rock to be excavated to the full width of sixty feet, and no allowance will be made for rock taken out beyond the lines of the street.

The contractor will be required to give ten days' notice to the owners or occupants of property on the northerly side of this street, between Fourth and Fifth avenues, to remove the stone wall now encroaching on this street; if not so removed by them, it shall be done by the contractor, and regularly piled along the northerly line of said street. The trees and roots, (about thirty in number,) on this portion of the street, to be removed by the contractor, without extra charge, unless the owners thereof should elect to remove them.

Also, to give ten days' notice to the owners or occupants of property on the southerly side of this street, between Fourth and Fifth avenues, to remove the flagging and trees in and near the southerly sidewalk; if not so removed by them, the said flagging and trees shall be carefully taken up by the contractor, and regularly piled along the southerly line of said street, without extra charge.

Also, to give ten days' notice to the New York and Harlem Railroad Company, to remove the bridge crossing the Fourth avenue, and the stone walls supporting the same.

Estimators will state in their proposals, the prices for the following work and materials; for excavating and removing earth per cubical yard; for excavating and

removing rock, as before described, per cubical yard ; for removing and piling the stone wall, as before described, if the same shall not be done by the owners.

The following is the estimate of work and materials, by which the bids will be tested, viz :

21,000 cubical yards of earth excavation ;

5,000      "      "      rock      "

The amount of security required for the faithful performance of the above will be \$3,000.

The time allowed to complete the above work will be four months.

The other provisions of the specification are :

All the work and materials to be under the direction and superintendence of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same ; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished, satisfactory to them.

Estimators are required to state in their estimates, under oath, their names and places of residence ; the names of all persons interested with them ; and if no other person be so interested, they must distinctly state that fact ; also, that it is made without any connection with any other person making an estimate for the same purpose ; and that it is in all respects fair and without collusion or fraud ; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is



directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance ; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled on its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded ; the consent above-mentioned shall be accompanied by the oath in writing of the persons signing the same.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849 ; and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse ; and that any work or materials not strictly in accordance

with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the nineteenth day of April, 1853, at twelve o'clock, M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it. Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The contract will contain a clause making it obligatory on the contractor to pay the Inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorising the Street Commissioner to deduct such amount from the moneys to be paid him; also an agreement on the part of the contractor, that a penalty of ten dollars may be deducted, for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

Payment to be made on confirmation of the assessment to be laid for that purpose. The right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY, *Street Commissioner.*

STREET DEPARTMENT, }  
New York, April 9, 1853. }

Philip Fohey, contractor. Contract dated April 28th, 1854, in form as Appendix E. The prices in the contract

for rock and earth excavation correspond with those in Fohey's bid. In the contract the price for removing stone wall is twenty-five cents, instead of twenty-five dollars, as in the bid, probably a clerical error.

*Sureties*—Terence Farley and Edward Dennis for three thousand dollars.

The award of contract was confirmed by the Common Council, but no name is given in the resolutions.

Fohey was the lowest bidder, as follows :

Rock excavation	35 cents per cubic yard.....	\$1750
Earth	" nothing,	
Removing and piling stone wall	.....	25
		<hr/>
		\$1775

*Surveyor*—Richard Ammerman.

No returns of work done have been made by the Surveyor, and no payments have been made on this contract.

The contract for grading Lexington avenue, from Fiftieth to Fifty-seventh streets, was taken by the same contractor. An assignment of the moneys to become due on both contracts was made by Fohey to ——— Waters, and by him to J. B. Dingledein. The earth on this street was taken for filling in Lexington avenue, and no rock excavated.

Fohey's securities have been notified that they will be held responsible.

## (B. No. 6.)

Regulating, flagging, &c., Eighty-sixth street, from Third avenue to East river.

Ordinance adopted—By the Board of Aldermen, October 24th, 1853.

By the Board of Assistants, October 27th, 1853.

Approved October 28th, 1853.

Specifications dated March 13th, 1854, as follows:

The street to be regulated to conform to the gutter stone. The sidewalks to be regulated with a sufficient rise from the curb stone, under the direction of the Surveyor.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than four feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter stone to be re-set as the Surveyor may direct.

All the flagging to be of the best North river stone. No stone to measure less than twenty-four inches in width and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. Such portions of the sidewalks on which the flagging is to be

laid, shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the Surveyor,) in which four inches deep of clean sharp sand or gravel is to be placed, on which the flagging is to be bedded, and not to be covered until examined by the Surveyor or Inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over to the depth of one inch. The contractor will be required to grade the sidewalks even with the tops of the flags and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the Contractor, and the balance shall also be removed by the Contractor, before the said work shall be considered as complete.

The earth to be excavated in order to lay the stones to be put upon such part of the street, as directed by the Surveyor.

Estimators will state in their proposals, the price for furnishing and setting curb and gutter stones, per running foot, including the necessary regulating of the street, and removing or furnishing earth, if required; the price per square foot for flagging, including the regulating of the sidewalks and the furnishing the sand or gravel in which it shall be laid and covered, including the removal of all surplus material or rubbish after the completion of the work; also, a price for furnishing corners, per sett.

The following is the estimate of work and materials by which the bids will be tested, viz:—

6,000 running feet of curb and gutter stone.

23,700 square feet of flagging.

17 setts of corners.

All the work and materials to be under the direction and superintendence of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished satisfactory to them.

The amount of security required for the faithful performance of the above will be four thousand dollars.

The other provisions in the specification are:—

Estimators are required to state in their estimates, under oath, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested in, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being

so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also, as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the VERY LETTER of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, WILL BE POSITIVELY REJECTED.

The estimates for the above work, will be publicly opened on Monday, the 22d day of January, 1855, at

twelve and a half o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified and price fixed on in the contract will not be allowed for.

The time allowed to complete the above work will be six months.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

Payment to be made on confirmation of the assessment to be laid for that purpose. The right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY, *Street Com'r.*

STREET DEPARTMENT,  
New York, January 12th, 1855.

Thomas O'Meara, contractor; contract dated March 22d, 1854, in Form E.



Sureties, John L. Brown and Wm. T. Jennings, for ten thousand dollars.

The award of contract has not been confirmed by the Common Council.

O'Meara's bid was as follows:

Earth excavation, at 27 cents, estimated quantities 26,000 cubic yards.....	\$7,020
Rock excavation, 80 cents, 25,000 cubic yards..	20,000
Culvert, \$2, 100 lineal feet.....	200
	<hr/>
	\$27,200

Geo. C. Harsin was a lower bidder, as follows:

Earth excavation, at 14 cents per yard.....	\$3,640
Rock do. 70 " " .....	17,500
Culvert, 50 cents.....	50
	<hr/>
	\$21,190

Sureties, John B. Dingledein and Wm. T. Jennings; Isaac T. Ludlam, surveyor.

Amount of work, as per surveyor's certificates on file in Comptroller's office:

Rock excavation, 3,000 yards, at 80 cents.....	\$2,400
Earth do. 20,000 " " 27 " . . .	5,400
	<hr/>
	\$7,800

Amount returned as paid on this contract by the Comptroller's statement, \$5,460.

An injunction was obtained in 1855 to prevent Messrs. Harsin and Clarke, the assignees of O'Meara, from regu-

lating the street on the original grade, and this injunction is still in force. On 15th September, 1855, a new grade was established by the Common Council. An injunction was applied for against working the street on this grade, on the ground that it had not been asked for by two thirds of the property owners on the line of the street; and this injunction was served, but was subsequently ordered to be set aside by the Supreme Court. The decision was, however, appealed from, leaving the injunction still in force. The work is not in progress in consequence of these injunctions, and it is understood that a suit has been commenced against the Corporation by Harsin for the amount of his contract, and that it has been referred to arbitrators.

O'Meara made an assignment of all moneys to come due to J. Clarke, and Clarke assigned to Harsin, who was originally a bidder for this contract, at lower prices than those of O'Meara.

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(B, 7.)

Regulating Eighth avenue, from Fifty-ninth to Eighty-second street.

Ordinance adopted by Assistants, April 11th, 1853 ;

“ “ Aldermen, May 18th, 1853 ;

“ approved May 19th, 1853.

Specifications dated August 3, 1854, specifying the work to be done as follows :

The avenue is to be regulated and graded in conformity with the Commissioner's grade, as shown on the profiles in this office, and the carriageway and sidewalks properly

shaped. The material on the avenue above the grade is to be excavated, and deposited in embankments on such parts as are below the grade; the rock is to be excavated one foot below the grade. Boulders or broken stone, containing less than a cubic yard, will not be allowed for as rock, but will be included in the return of earth excavation. The surface of the avenue, to the depth of twelve inches, is to be properly shaped with earth or quarry chips.

The embankments are to be protected by retaining walls, two feet wide at the top, and battered on the outside with a slope of one foot horizontal to three feet in height; to be built of the large heavy stone excavated on the avenue, in the usual way, of dry rubble masonry, and where directed by the Surveyor in charge of the work.

Substantial stone culverts, three feet wide and four feet high, inside in the clear, to be built where necessary.

Sufficient additional earth or broken stone to finish the regulating of the avenue, to be furnished and filled in by the contractor.

The Surveyor's estimate of work and materials, and by which the bids will be tested, is as follows :

60,000	cubic yards of rock excavation,
10,300	do. earth do.
79,000	do. earth to furnish,
19,300	do. retaining wall,
420	lineal feet of stone culvert.

The time allowed to complete the above work will be twelve months.

The other provisions in the specification are :

All the work and materials to be under the superintendence and direction of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished satisfactory to them.

Contractors will state in their estimates, prices for the following work and materials, as before mentioned, viz: for excavating and removing rock, per cubic yard; for excavating and removing earth, per cubic yard; for furnishing and filling in additional earth or broken stone, per cubic yard; for building retaining wall, per cubic yard; and for building stone culverts, per lineal foot.

Estimators are required to state in their estimates, under oath, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested in it, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being

so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing, of the persons signing the same.

George Fredericks, contractor; contract dated Nov'r 18th, 1854, in form as in E, and at the prices of his bid.

Sureties, Forsyth Labagh and Samuel Bradhurst, for \$25,000.

The award of the contract to George Fredericks was confirmed by the Common Council.

Frederick's bid was as follows:

Rock excavation at 80 cents per cubic yard.....	\$48,000
Earth do. 16 " " .....	1,648
Earth filling 35 " " .....	27,650
Retaining wall 49 " .....	9,457
Stone culvert \$1 75 " .....	735
	<hr/>
	\$87,490

James Gillespie was the lowest bidder, as follows:

Rock excavation at 77 cents.....	\$46,200 00
Earth do. 16 " .....	1,648 00
Earth filling 28 " .....	22,120 00
Retaining wall 35 " .....	6,755 00
Stone culvert \$1 15 " .....	483 10
	<hr/>
	\$77,206 10

Sureties, Samuel Bradhurst and N. Blake.

John F. Russell was a lower bidder than Fredericks,  
at \$78,622.

Sureties, William Sterling and C. Rider.

William Stoddard was a lower bidder than Fredericks,  
at \$84,622.

Sureties, A. Burling and T. C. James.

John McCulkin was a lower bidder than Fredericks,  
at \$78,460 20.

Sureties, John Houston and James Jones.

Gardner A. Sage, Surveyor.

The amount of work done, as per Surveyor's certificates  
on file in Comptroller's office :

Rock excavation, 23,752 yards.....	\$19,001 60
Earth do. 2,665 " .....	426 40
Earth filling.....	

Retaining wall....4,368 yards.....	2,140 32
Culvert.....105 feet.....	183 75

\$21,752 07

Amount paid on the contract, as per Comptrol- ler's statement.....	\$12,611 87
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(B, No. 8.)

*Battery Enlargement.*

Resolution directing work—Adopted by Board of As-  
sistant Aldermen, Dec. 17, 1849.

Adopted by Board of Aldermen, June 4, 1851.

Approved by Mayor, Sept. 19, 1851.

Specification dated Oct. 20, 1849, specifying the work to be done as follows:

*Rip-Rap Wall.*—To be made by filling in broad cast with mountain stone on the extension line, so as to be twelve feet in width on the top, at one foot above low water, and to be leveled off at an uniform grade, the interstices to be filled and sledged in with small stone to receive the parapet wall, being about two thousand one hundred feet in length, and containing seventy thousand cubic yards of stone.

*Parapet Wall.*—To be composed of hydraulic stone masonry, of the best blue or grey stone, of an uniform color, the face to be hammer dressed and laid in courses, the materials and workmanship to be of the best quality, the wall to be seven feet in height, three feet in width at the base, and two feet at the top, and the face to be sloped one to four.

The base course of the wall to be laid upon a bed of concrete, the stone to be three feet in length, two feet in breadth, and one foot in thickness; the balance of the wall to be laid in six courses, and no faced stone to be less than two feet in length, and to hold its faced size for half its length from front to rear, the beds of the stone to be brought on a line from front to rear, of such fairness of surface as will give compactness and stability to the bed joints; the stone to be dressed so as to admit of being laid to a joint not to exceed three-eighths of an inch in thickness; each course to be backed up with rough hammered dressed stone, and no stone shall project above its course from front to rear; the content of the wall will be one thousand three hundred and eighty cubic yards.

The eut granite coping to be one foot thick, two and a half feet in width, and not less than four feet in length, the faced edge to be cut to the slope of the faced wall, and laid to project six inches beyond the face of the wall, and to eut apertures of twelve inches square, ten feet apart from centres through the coping to receive the granite posts, being about two thousand one hundred and twenty feet lineal measure. There will be two hundred and twelve granite posts inserted in the apertures of the granite coping, to project four feet above it, each post to be twelve inches square at the base, diminishing to ten inches at the top and rounded off, forming the frustum of a pyramid.

*Filling.*—It will require four hundred and thirty-five thousand cubic yards to fill the space between the present line of the Battery and the proposed parapet wall.

Estimators will state the price per cubic yard for building the rip-rap wall; the price per cubic yard for making the parapet wall; the price per lineal foot for making and placing the coping on said wall, the price for making and inserting the granite posts in the coping; the price per yard, or the total amount of premium that will be given for the privilege of filling the whole space between the Battery and the proposed parapet wall, including the graveling of the walks and the grassing of the plots, and to have the materials in the present Battery wall. Also, the premium that will be given by reserving to the Corporation the right to dump all street rubbish and coal ashes that may be taken or removed from the First, Second, Third, Fourth, Fifth and Sixth Wards of the city, while the work is progressing.



Estimates will also be received for doing the whole work complete, according to the specifications.

Estimators will also state the difference of prices, whether three, four, or five years, which is the longest time that will be given for the completion of the work.

Payments will be made for making the rip-rap and parapet walls in sums of not less than five thousand dollars, upon the certificate of the surveyor in charge of the work, reserving from said certificate twenty per cent until the completion of the work.

Estimators are also required to name a responsible person who will become surety for the faithful performance of the work, and of the covenants in the contract, if it should be awarded to him.

\*  
MARTIN E. THOMPSON,  
*Street Commissioner.*

Street Department, New York, Oct. 20, 1849.

Henry Conklin, contractor. Contract dated Nov. 25, 1852.

The award of contract was not confirmed by the Common Council.

The bids are not on file in the Street Commissioner's office.

Conklin's bid, as appears by document 44 of Board of Aldermen, 1851, was \$27,152.

No bond.

The prices included in the contract are as follows:

Rip-rap wall, at seventy cents per yard, estimated quantities, seventy thousand cubic yards.....	\$49,000
Parapet wall, \$4 for old and \$8 for new.....	....
Granite coping, \$3 per lineal foot, two thousand and one hundred and twenty lineal feet...	6,360
Granite posts, \$8 each, two hundred and twelve .....	1,696
Earth filling, four hundred and thirty-five thousand cubic yards.....	....

Contractor to gravel the walks and to grass the plats, and to have the materials of the old wall; also, to pay ten thousand dollars for the privilege of filling in, five thousand dollars in two years, and five thousand dollars on the completion of the work. Corporation to have the right to dump the rubbish from First to Sixth Wards. Contractor allowed five hundred dollars for placing old coping and posts in new parapet wall—not called for in the specification.

DANIEL EWEN, *Surveyor*.

Amount paid, as per Comptroller's statement .....	\$46,000
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On January 11, 1858, the Mayor recommended to the Common Council that some action be taken in regard to this work, stating that it should have been completed for twenty-seven thousand one hundred and fifty dollars, but that already fifty-two thousand five hundred and thirty dollars had been paid, and the work was not yet done, although the time for completing the same had expired more than two years. His message was referred to the Committee on Wharves, Piers and Slips, on the 19th of January.

On 17th May, the Board of Aldermen adopted a resolution directing a new contract to be made, and that legal proceedings be commenced against the present contractor for not fulfilling his contract.

This resolution was referred to the Committee on Wharves, Piers and Slips, in the Board of Councilmen, on 20th May, 1858, but no report has yet been made by them. The work meanwhile remains suspended.

The resolution authorizing this work was passed by the Common Council in different years.

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(B, No. 9.)

Regulating and setting curb and gutter in Fifty-seventh street, between Eighth and Eleventh avenues.

Ordinance adopted—Councilmen, June 11th, 1856.

“ “ Aldermen, July 15th, 1856.

“ “ Approved, July 22nd, 1856.

Specifications dated, September 20th, 1856, specifying the work to be done as follows:

The street is to be regulated in conformity to the grade lines on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb stone, and the carriageway to be properly shaped, under the direction of the surveyor. That portion of the street which is above the grade lines, whether earth or rock, to be excavated and filled in such parts of the street as are below the grade; the earth to be reserved for top-filling, which shall be at least two feet deep. The rock to be cut two feet below the grade lines and replaced

with earth, without extra charge. Surplus of excavation over filling to be removed.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter to be re-set if not satisfactory to the surveyor.

All the flagging to be of the best North river stone, to be laid in one course four feet wide. No stone to measure less than four feet in width, and twenty-four inches in length, or to be less than two inches in thickness, and to be pointed square on every side. Such portion of the sidewalks on which the flagging is to be laid shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the surveyor,) in which four inches deep of clean, sharp sand or gravel is to be placed on which the flagging is to be bedded, and not to be covered. The contractor will be required to grade the sidewalks even with the tops of the flags and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the

balance must also be removed by the contractor, before the said work shall be considered as complete.

The following is an estimate of the probable amount of work to be done, viz:

33,000 cubic yards of rock to excavate and fill or remove.

23,500 cubic yards of earth to excavate and fill or remove.

5,080 running feet of curb and gutter stones.

20,140 square feet of flagging.

Excess of excavations over filling, 30,000 cubic yards.

The amount of security required for the faithful performance of the above, will be \$20,000.

The time allowed to complete the above work will be eight months.

Contractors will state in their proposals the prices for the following work and materials: A price per cubic yard for excavating rock, and filling the same where required; and a price per cubic yard for excavating and filling earth. These prices to include the removal of all surplus either of rock or earth; a price for curb and gutter stones, per foot; a price for flagging, per foot.

The other provisions of the specification are :

Estimators are required to state in their proposals, under oath before a Judge of a Court of Record, their names and places of residence ; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that

no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders sworn to before a Judge of a Court of Record in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and

that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 30th day of September 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made according to the ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner."*

STREET DEPARTMENT, New York, }  
September 20, 1856. }

Oscar Taylor, contractor. Contract dated December 3d, 1856, form F, and at the prices of Taylor's bid, as

taken from the abstract of bids—the original bids not being on file.

*Sureties.*—John Fitzpatrick and Charles Devlin, for \$20,000. No bids on file.

Award of contract confirmed to C. C. Ellis.

Taylor's bid was as follows:

Rock excavation, at 95 cents per cubic yard	\$31,350 00
Earth " 14 " " "	3,291 00
Curb and gutter....45 " per lineal foot,	2,286 00
Flagging.....10 $\frac{3}{4}$ " per square foot,	2,165 05
Total.....	<u>\$39,092 05</u>

C. C. Ellis was the lowest bidder, as follows:

Rock excavation, 40 cents per cubic yard.	\$13,200 00
Earth " 40 " " .....	9,200 00
Curb and gutter 38 " per lineal foot.	1,930 40
Flagging..... 10 " per square foot.	2,014 00
Total.....	<u>\$26,344 40</u>

*Sureties.*—Charles Devlin and John Fitzpatrick.

John T. Dodge, surveyor.

Amount of work done, as per surveyor's certificate, on file in Comptroller's office, the date of certificate being October 20th, 1857.

Rock excavation, 15,050 cubic yards, at 95 cents per yard.....	\$14,297 50
Earth excavation, 12,800 cubic yards, at 14 cents per yard.....	1,722 00
Total.....	<u>\$16,019 50</u>



Work returned May 12, 1858, by surveyor to Street Department, as done since October 20th, 1857.

Rock excavated, 11,160 cubic yards,.....	10,602 00
Earth       "       2,100       "       "       .....	294 00
Total work done....	<u>\$26,915 50</u>

Amount returned as paid on this contract  
by Comptroller's statement..... \$10,993 66

Payment was refused on the presentation of the surveyor's certificate of 12th May, 1858, on the ground, that the contract with Oscar Taylor was void—the award of the contract on the opening of the bids having been made to C. C. Ellis, (a lower bidder than Taylor,) and confirmed to him by the Common Council. Work has, therefore, been suspended, and the surveyor has been directed to prepare specifications, in order to advertise for a new contract to complete the work.

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(B, 10.)

Regulating Fifty-eighth street, from Eighth to Ninth avenue.

Ordinance adopted, Councilmen, December 19th, 1856 ;

“       “       Aldermen, Dec'r 26th, 1856 ;

“       approved, Dec'r 27th, 1856.

Specifications dated February 13th, 1857, and are as follows :

*Excavation.*—All that portion of the street which is above the established grade shall be excavated to the full

width of the street; if earth, to the line of the grade; if rock, to the depth of two feet below the grade; and all such portion of said excavation, which may not be required as filling, shall be removed.

*Filling.*—All that portion of the street which is below the grade, shall be filled to the grade with solid filling; the sides of the filling to have a slope from the exterior line of one base to two perpendicular. If the filling is of rock, there shall be a proper mixture of quarry chips with the larger pieces, so as to form a firm bed, and such rock filling shall not extend to within less than two feet of the established grade, the remainder to be of dry earth; as also, that portion of the rock excavation below the grade to be filled to the grade with dry earth.

The road-way shall be properly shaped with a slope of one in twenty, both ways from the axis. The side-walks shall be elevated nine inches from the bottom of the side channels, and shall have a pitch towards the side channels of three inches.

Culverts shall be built across the line of the street, wherever the Surveyor may deem necessary, said culverts to be built of dry stone, two feet wide and four feet high in the clear—the side walls eighteen inches thick. The covering to be of flat stones, at least three feet long, one foot wide, and six inches thick.

The following is an estimate of the probable amount of work to be done :

12,388 cubic yards of rock excavation,  
3,501 cubic yards of earth.

No filling.

Contractors will state in their proposals the prices for the following material and work: price per cubic yard for excavating rock, and filling the same where required; price per cubic yard for excavating and filling earth—these prices to include the removal of all surplus either of rock or earth; price for culverts per running foot.

The amount of security required for the faithful performance of the above will be \$12,000.

The time allowed to complete the above work will be twelve months.

The other provisions in the specification are :

Estimators are required to state in their proposals, under oath, before a judge of a court of record, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud: and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, sworn to before a judge of a court of record, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to

execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse ; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 23d day of February, 1857, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorising the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by

the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The return of the surveyor and certificate of the inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
Feb'y 13, 1857. }

Terence Farley, contractor.

Contract dated May 5, 1857, in form as F, and at the prices of his bid.

The award of contract to Terence Farley was confirmed by the Common Council.

Farley was the lowest bidder, as follows:

Rock excavation, nothing,	
Earth do. \$1 85 per cubic yard.....	\$6,476 85
Culverts.....	nothing

Sureties, John Pettigrew and W. H. Adams.

Surveyor, Egbert L. Viele.

No returns of work done, by the Surveyor are on file, and no payments have been made on this contract, by the Comptroller's statement.

Contractors were directed to bid a price for culverts, although no amount of culvert is specified, by which the bids will be tested. Estimates without price for culverts,

were thrown out as informal; no price is filled in the blank in the contract, for culverts.

This contract was declared illegal and void, by the Supreme Court (Davies, Justice), at Special Term, March, 1858, on the ground that Mr. Farley, although he appeared to be the lowest bidder, by calculations based on the estimates contained in the original proposals issued by the Street Commissioner, was in reality the highest bidder, taking as a basis the amounts which were subsequently ascertained to be correct. The case has been carried to the Court of Appeals, by Mr. Farley. All work has been suspended by the contractor.

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(B, No. 11.)

Removing Diamond Reef.

Resolution directing work

adopted by Board of Councilmen, Dec. 27th, 1854.

“ “ Aldermen, Jan. 22d, 1855.

Approved by the Mayor, Jan. 23d, 1855.

Specifications dated April 16th, 1855.

Peter V. Husted and Julius H. Kroehl, contractors.

Contract dated Jan. 26th, 1856, in form “Special.”

Time allowed to complete the work, seven months from date of the contract. Subsequently an extension was granted by Joseph S. Taylor, Street Commissioner, to September 1st, 1857.

Sureties, Jacob Miller and Isaac Shaurman, for \$40,000.

The award of contract confirmed by Common Council to Husted and Kroehl.

Their bid was \$8 90 per cubic yard.

The amount of the contract is..... \$35 600

Edward Ripples' bid was \$3 80 per cubic yard.

Sureties, William V. Austin and Eleazer Williams.

Robert Rosa's bid was \$7 80 per cubic yard.

Sureties, Dewitt C. Underwood and Ed. S. Mortimer.

Charles P. Johnson's bid was \$4 88 per cubic yard.

Sureties, Henry Cramston and Ed. O. Smith.

G. W. Warner's bid was \$5 78 per cubic yard.

Sureties, William H. V. Lindsley and Joseph L. Vanderbilt.

Louis F. Lehmeyer's bid was \$6 95 per cubic yard.

Sureties, Casper Lehmeyer and Abel W. Jackson.

Isaac T. Ludlam, surveyor.

The bid of Messrs. Husted and Kroehl, as well as all others proposing a price *per cubic yard* for this work, were rejected as informal, on the ground, that the bids should have been for the *gross* amount, and not *per cubic yard*. They amended their bid within twenty-four hours, by proposing to do the work for the sum of \$35,600, which was lower than any other gross amount bid. Their right to the contract was disputed, but the Supreme Court, (Davies, Justice,) at Special Term, June 6th, 1856, held that the contract with Messrs. Husted and Kroehl was legal and valid; and that the same was made and entered into in pursuance of the charter and the or-

dinances of the Corporation. The motion for the injunction was, therefore, denied, with costs to the defendants, Messrs. Husted and Kroehl.

The surveyor reports the work as about three-fourths done.

It is to be observed, that the resolution having been adopted in two different years by the respective Boards of the Common Council, is invalid; and that, consequently, no payments can be legally made on the contract. The contractor has been notified of this fact.

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(B, No. 12.)

Regulating Eighth avenue, from One hundred and second to One hundred and eighth street.

Resolution adopted—Aldermen, October 4th, 1852.

“ “ Assistants, “ 8th, “

“ “ Approved, “ 11th, “

No specification. No advertisement for proposals.

Thomas J. Hagan, contractor.

Contract dated November 3d, 1852.

No bond executed.

Award of contract *not* confirmed by the Common Council.

The following are the prices included in the contract:

Rock excavation at 95 cents per cubic yard.

Earth do. 14 “ “ “

Embankment and walls, making a depth of about five feet cutting more than is stated in the contract to Hagan



& Lynch, dated December 24th, 1849, for regulating Eighth avenue, from Eighty-fourth to One hundred and seventh street, 30 cents per cubic yard.

No time stated in the contract for the completion of the work.

G. A. Sage Surveyor.

See the following work for particulars of payments, &c., on this job.

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(B, No. 12½.)

Regulating and grading Eighth avenue from One hundred and second to One hundred and fourteenth street.

No specifications. No advertisement for proposals.

Thomas J. Hagan and D. W. McCarthy, contractors.

Contract dated January 2d, 1855.

No time mentioned in the contract for the completion of the work.

No bond executed.

Award of contract *not* confirmed by the Common Council.

The following are the prices included in the contract:

Rock excavation, \$1 25 per cubic yard.

Earth do. 25 cents per cubic yard.

Furnishing and filling earth 60 cents per cubic yard.

Stone culverts \$4 per lineal foot.

Macadamizing \$1 25 per cubic yard.

G. A. Sage, surveyor.

Amount paid on this and preceding work

by Comptroller..... \$40,476 57

This contract and the preceding one were not advertised for bids, and were not given to the lowest bidder; neither were they laid before, or approved by the Common Council. No limit of time is fixed for the performance of the work. Thomas J. Hagan, who was the principal in these contracts, was also, with John Lynch, the contractor for regulating Eighth avenue, from Eighty-fourth to One hundred and seventh streets, for forty feet in width. On this last contract \$20,000 was paid, but the Comptroller, after making some advances, refused further payments on the other two, because he considered they were private contracts, and made at exorbitant prices. Hagan sued the Corporation, but Judge Whiting, March 1st, 1856, decided "that the Comptroller not only had the right, but it was his duty to refuse the payments." Nevertheless, the Comptroller subsequently agreed to audit Hagan's claim, and pay him for work done under these two contracts at the rate specified in his contract from Eighty-fourth to One hundred and seventh streets, and did actually pay him \$10,062 48, in addition to the amount already advanced, on condition that Hagan's assignee should execute a full release to the Corporation, and cancel the contracts—which has been done.

The avenue, from One hundred and second to One hundred and fourteenth street is now being surveyed, with a view to re-advertising the work. It will be seen, that the total amount paid on these two illegal and unconfirmed contracts, is \$40,476 57—part of which has been paid since the decision of the Court, justifying the Comptroller in his refusal to make further payments.

## (B, No. 13.)

Setting curb and gutter, and flagging Eighty-sixth street, between Third avenue and East river.

Ordinance adopted by Councilmen, Nov'r 23, 1854 ;

“ “ Aldermen, Dec'r 28th, “

“ approved Dec'r 29th, 1854.

Specifications dated Jan'y 22, 1855, specifying the work to be done as follows :

The street to be regulated to conform to the gutter stone. The sidewalks to be regulated with a sufficient rise from the curb stone, under the direction of the Surveyor.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than four feet in length, five inches thick, and twenty inches wide throughout ; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width ; the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter stones to be re-set as the Surveyor may direct.

All the flagging to be of the best North river stone. No stone to measure less than twenty-four inches in width, and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. Such portions of the sidewalks on which the flagging is to be laid shall be leveled to a grade of six inches below the top of where

the flags are intended to be, (which height will be given by the surveyor,) in which four inches deep of clean, sharp sand or gravel is to be placed on which the flagging is to be bedded, and not to be covered, until examined by the Surveyor or Inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over, to the depth of one inch. The contractor will be required to grade the sidewalks even with the tops of the flags, and curb the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance shall also be removed by the contractor, before the said work shall be considered as complete.

The earth to be excavated in order to lay the stones, to be put upon such part of the street as directed by the Surveyor.

Estimators will state in their proposals, the price for furnishing and setting curb and gutter stones, per running foot, including the necessary regulating of the street, and removing or furnishing earth, if required; the price per square foot for flagging, including the regulating of the sidewalks and the furnishing the sand or gravel in which it shall be laid and covered, including the removal of all surplus material or rubbish, after the completion of the work; also, a price for furnishing corners, per set.

The following is the estimate of work and materials, by which the bids will be tested, viz :

6,000 running feet of curb and gutter stone,  
23,700 square feet of flagging,  
17 sets of corners.

The amount of security required for the faithful performance of the above will be \$4,000.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The time allowed to complete the above work will be six months.

The other provisions of the specification are :

All the work and materials to be under the direction and superintendence of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same ; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished, satisfactory to them.

Estimators are required to state in their estimates, under oath, their names and places of residence; the names of all persons interested with them ; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose ; and that it is in all respects fair and without collusion or fraud ; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested in it, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful

performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same; to be taken before a commissioner of deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 22d day of January, 1855, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

The contract will contain a clause making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorising the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

Payment to be made on confirmation of the assessment to be laid for that purpose; the right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY,

*Street Commissioner.*

Street Department, New York, }  
January 12, 1855. }

Thomas Brady, contractor; contract dated March 23d, 1855.

Time allowed to complete the work, six months from date of contract.

Sureties, Jeremiah Crowley and Terence Farley, for \$4,000.

Award of contract not confirmed by the Common Council.

Brady's bid was as follows :

Curb and gutter at $38\frac{3}{4}$ cents per foot; 6,000 lineal feet.....	\$2,325 00
Flagging..... $9\frac{1}{2}$ cents per square foot 23,700 square feet.....	2,251 50
Circular corners \$3 50 per set; 17 sets.....	59 50
	<hr/> \$4,636 00

J. T. Ludlam, Surveyor.

No returns of work done have been made, and the Comptroller's statement shows no payments on this contract.

The contract for this work was made while the street was in process of regulation under O'Meara's contract-work being suspended under this last contract, in consequence of the injunctions heretofore specified in the remarks on that contract. Brady was unable to go on with his job, and he subsequently brought a suit against the Corporation, in the Court of Common Pleas, Sept'r 18th, 1857. Decision was given in his favor, but the case was appealed to General Term of the same court, and is understood to be now ready for a hearing.

It is presumed that the fact of the non-confirmation of the contract, by the Common Council, was not known to the Corporation Counsel, as it was not made a point in the defense of the suit.

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(C, No. 1.)

Regulating Fifty-second street, from Fourth avenue to the East river.

Ordinance adopted--

By the Board of Aldermen, May 8th, 1851.

By the Board of Councilmen, Feb. 6th, 1852.

Approved February 7th, 1852.



Specifications dated July 26th, 1856, as follows:

The street is to be brought to the grade line on the profile in the Street Commissioner's office. The rock and earth thirty-five feet in width in the centre of the street, to be blasted and graded two feet below the grade, and to be filled in with earth to the grade.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped, under the direction of the Surveyor. The contractor to excavate the portion above the grade, and fill it into the portion below, which will be allowed for as excavation. No boulders to be measured or allowed for as rock. The contractor to furnish any deficiency of earth that may be required to regulate the road.

Estimators will state in their proposals the prices for the following work, viz: For excavating earth, including its removal from the street, per cubical yard; for excavating rock, including its removal from the street, per cubical yard; for furnishing and filling additional earth, including its deposit in embankment, per cubical yard.

The amount of security required for the faithful performance of the above, will be \$10,000.

Estimate of work:

15,000 cubic yards of earth excavation.

21,500 cubic yards of rock excavation, and

15,000 yards of filling.

The whole to be concluded in twelve months, under the penalty of five dollars per day, for each day after the time specified for completing the contract.

The other provisions of the specification are :

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence ; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein or any other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of " Title III of Contracts for Supplies and Work for the Corporation,"

of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that hereafter contractors will be required to conform to the VERY LETTER of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse, and that any work or materials not strictly in accordance with the specifications of their contract, WILL BE POSITIVELY REJECTED.

The estimates for the above work will be publicly opened on Wednesday, the 6th day of August, 1856, at twelve and a half o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made in conformity to the ordinance passed December 30th, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, July 26th, 1856.

Contractor, Charles Devlin.

Contract October 29th, 1856, in form F.

The prices in the contract are the same as in Devlin's bid, except that the contract contains the item "retaining wall, per cubic foot, 12 cents," which was not called for in the specification, or estimated for in the bids. This insertion was in different handwriting from the other blanks filled in the contract.

Sureties, John Fitzpatrick and John Sullivan, for \$10,000.

Award of contract confirmed by Common Council to Samuel Foster.

Adopted by the Board of Aldermen and the Board of Councilmen.

Approved November 11th, 1856.

Devlin's bid was:—

Earth excavation, 36 cents per yard.....	\$3,400 00
Rock do. 50 " " .....	10,750 00
Earth filling 3 " " .....	300 00
	<hr/>
	\$16,450 00

Sureties, as in the contract.

Samuel Foster was the lowest bidder as follows:

Earth excavation, 30 cents per yard.....	\$4,500 00
Rock do. 30 " " .....	6,450 00
Earth filling, 5½ " " .....	825 00
	<u>\$11,775 00</u>

Sureties, Charles Devlin and John Fitzpatrick, for 10,000.

Surveyor, Isaac T. Ludlum, who was subsequently removed and replaced by F. P. Vidal.

On the 24th October, 1857, Mr. Daniel Ewen, who had been appointed by the Comptroller to examine the work, reported the total amount of work done, as follows:

Earth excavation, 14,710 yards.	
Rock do. 14,300 "	
Slope wall, 16,000 cubic feet.	

Mr. Vidal had prior to that time returned the following quantities of work done:

Earth excavation, 33,500 yards.	
Rock excavation, 31,000 "	
Earth filled, 27,000 "	
Retaining wall, 37,000 cubic feet.	
Culverts, 200. "	

By which it appears that Mr. Vidal's certificate gave an amount of work done, which, at the prices in the contract, would amount to \$32,800 ; whereas, at the same prices, the *actual* amount of work as returned by Mr. Ewen would amount to \$14,365 60.

Mr. Ewen reports that the retaining walls had fallen down and let down the curb and gutter. Mr. Vidal subsequently gave another certificate for work done under

this contract, dated November 28, 1857, making, with the former certificates, the following quantities of work, as returned by him:

39,000 yards rock excavation, 50 cents.....	\$19,500 00
39,500 " earth do 36 " .....	14,220 00
31,556 " earth filled 2 " .....	631 12
40,650 feet retaining wall 12 " per foot	4,878 00
	<hr/>
	\$39,229 12

The amount paid on this contract, as per statement of the Comptroller, \$18,617 00. Other payments have been made on this contract, but they are so mixed up with other contracts of Devlin as to render it impossible to find out which properly belong to this particular one.

There still remains some 6,500 cubic yards of rock to be excavated.

No assessment list has been returned to this office. No work has been done on this contract since the appointment of my predecessor as Street Commissioner.

The ordinance for this work was not passed by both Boards of the Common Council in the same year.

The award of the contract to the lowest bidder was confirmed by the Common Council, but prior to such confirmation the contract was made with Charles Devlin, who was a higher bidder, and items were inserted in the contract not called for in the bids. For these reasons the contract is held by this department to be void.

A previous contract had been made for this work under the above ordinance; John Quin contractor.

The specifications are dated April 15, 1852, and describe the work to be done, as follows:

"The street is to be brought to the grade line shown on the profile in the Street Commissioner's office. The contractor to excavate the portion of the street which is above the grade and fill it in to the portion below, which will be allowed for as excavation only. The rock to be excavated two feet below the grade line; no boulders to be allowed for as rock.

"The following is an estimate of the amount of work required to be done, viz:

16,000	cubic yards of earth filling.
36,000	" " rock excavation.
12,000	" " earth excavation.

"Contractors will state the price for rock excavation per cubic yard, for earth excavation per cubic yard.

"Payments to be made on confirmation of the assessment.

"Time allowed to complete the work will be nine months."

Security required, \$4,000.

The other provisions of the specification are :

Contract dated June 21st, 1852, and at the prices of Quin's bid in form F.

Quin's bid was the lowest:—

Rock excavation, 38 cents per cubic yard....	\$13,680 00
Earth do 10 " " " ....	1,200 00
	<u>\$14,480 00</u>

There were no sureties on Quin's bid.

The sureties on the contract were John Doherty and Terrence McGuire.

Award of contract to John Quin, confirmed by the Common Council,

Assistants, April 19th, 1852.

Aldermen, May 17th, 1852.

Approved May 18th, 1852.

The following are the amounts of work as per certificates on file in the Comptroller's office:

Rock excavation,	3,303 yards.....	\$1,255 14
Earth do	11,929 " .....	1,192 90
Culverts	178 feet .....	
		<hr/>
		\$2,448 04

In consequence of the death of Quin, the contract was abandoned and the Comptroller paid \$2,692 79, the sum of \$244 75 being allowed for the culverts in full settlement of the work done by Quin, and a transfer of the contract to the Corporation by agreement dated August 16th, 1856.

By the specifications for this contract it appears that 16,000 cubic yards extra earth filling was required; bidders were not required to bid any price for this filling. It is, therefore, to be inferred that the compensation for filling was included in the prices to be received for the other work. It will be observed that in the settlement made with Quin no account was taken of the fact that no filling had been done.



(C, No. 3.)

Regulating and grading Fifty-sixth street, from Fourth to Fifth avenues.

Ordinance adopted by Councilmen, Sept. 7, 1855.

Aldermen, Dec. 19th, "

Approved Dec. 19th, "

Specifications dated April 7th, 1856, as follows:

The street is to be brought to the Commissioner's grade line on the profile in the Street Commissioner's office.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly curved, under the direction of the surveyor.

Contractors will state in their proposals the prices for the following work: For furnishing and filling in earth, per cubic yard; for the culvert, per running foot; and excavating rock, per cubic yard.

The estimate of work by which the bids will be tested is as follows: about seventeen thousand three hundred cubic yards of earth to be furnished; about one hundred and twenty running feet of culvert; six thousand one hundred and seventy yards rock cutting; retaining wall per cubic feet.

One culvert, four feet wide by three feet high in the clear, to be built where directed by the surveyor; the walls to be of dry stone masonry, well laid up, two feet thick at the bottom, and eighteen inches thick at the top; to be well covered with stone, at least five feet six inches long and six inches thick; to be about one hundred and twenty feet long.

The amount of security required for the faithful performance of the above will be eight thousand dollars.

The time allowed to complete the above work will be one year.

The other provisions of the specifications are:

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded. The consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof,

or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

A strict compliance with the provisions of "title III. of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended Oct. 25th, 1849, will be observed and required in all cases. Blank forms of estimate may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Thursday, the 17th day of April, 1856, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired; and authorizing the Street Commissioner to deduct such

amount from the moneys to be paid him; also any agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, April 7th, 1856.

Contractor, James Reilly.

Contract dated Sept. 18th, 1856, in form F.

The prices in the contract correspond with Reilly's bid, except that the item "retaining wall, per cubic foot, twelve and a half cents," which was not called for in the specification, or estimated for in the bid, is inserted in the contract in a different hand-writing from that in which the other blanks are filled up.

Sureties, James Saxton and Cornelius Broderick, for eight thousand dollars.

Award of contract confirmed to James Reilly.

By the Board of Aldermen, May 21, 1856.

Councilmen, Sept. 15, 1856.

Affirmed, Sept. 16, 1856.

Reilly was the lowest bidder, as follows:

Earth filling, ten cents per cubic yard .....	\$1,730 00
Culverts, nothing.....	....
Rock excavating, seventy-five cents per yard..	4,627 50
Total.....	<u>\$6,357 50</u>

In the ordinance book, E. Boyle is entered as the surveyor, but Mr. Boyle does not appear to have had anything to do with the street. The preliminary specifications and estimates were made by Mr. Charles K. Graham, but he denies having had charge of the work during its progress. I have been unable to ascertain what surveyor had charge of the work during its progress.

John A. Bagley was appointed surveyor, 1858, but no work has been done under this contract since the appointment of Mr. Cooper as Street Commissioner.

A certificate of Mr. R. Graves is on file in the Comptroller's office, giving the total amount of work done, Oct. 2d, 1857, as follows:

Rock excavation (in cubic yards) .....	7,221
Earth do. do. ....	663
Filling (in excess) do. ....	758
Dry retaining wall (in cubic feet).....	22,613

A payment of eight thousand three hundred and eighteen dollars and twelve cents was made on this certificate, at the prices named in the contract, including retaining wall at twelve and a half cents per cubic foot, the whole amount, instead of seventy per cent., being paid.

This case is reported by the Comptroller in his annual report for the year 1857, (page 86 of printed document No. 10) as one of the fraudulent payments of J. B. Smith. An error is, however, made in that report in crediting to Mr. Farley on this work the amount of work reported by Mr. Daniel Ewen, as done under another contract on this street, between Sixth avenue and Broadway. This street is not worked fully up to the established grade.

An assignment is on file in this office, dated November 18, 1856, to Terence Farley, by James Reilly, of all moneys to become due on this contract. Also, an assignment from Terence Farley to the Bowery Bank, dated April 1st, 1857, of all amounts coming due on this contract.

There is also on file in the Comptroller's office an assignment by James Reilly to Terence Farley, of all moneys to become due on this contract, dated March 9, 1857.

It will be observed that, by the specifications, "retaining wall per cubic foot" is specified as one of the items by which the bids will be tested, although in the preceding clause of the specification, prescribing the items for which contractors shall state prices in their proposals, "retaining wall" is not specified.

In the case of James B. Brady against the Corporation, for setting curb, and gutter and flagging Eighty-third

street, from Third avenue to avenue A, the Superior Court decided the contract to be void, because "the officer of the Corporation did not take proposals from those who offered to perform the work in a form in which it was possible to determine who was the lowest bidder."

In that case the bidders were required to state "the price per cubic yard for removing rock, if any should be found," but in the statement of the estimated quantities of work by which the bids would be tested, rock was not specified.

If by the specification for regulating and grading Fifty-sixth street, retaining wall was to be taken into consideration in awarding the bids, the contract would come under the decision in the case above quoted. If the retaining wall was to be built by the contractor without extra charge, beyond the payment for the other items of work specified, the case would be precisely the same as the Eighty-third street case; but it is doubtful whether a contract is valid when the specifications are so indefinite as to render it impossible for the bidders in any way to estimate what work will be required.

If the item of retaining wall was included in the contract at the time of its execution, the contract would be void. A subsequent fraud would not, however, invalidate an assessment for the other items of work done.

This contract appears to have been abandoned by the contractor. His right to proceed under it will not be recognized in view of the above questions of regularity, and the fact that the time for the completion of the work expired two years since.

(C, No. 4.)

Regulating Fiftieth street, from Sixth to Seventh avenues.

Ordinance adopted by Aldermen, September 20, 1852.

“ “ Assist. Aldermen, Oct. 19, 1852.

‘, approved October 21, 1852.

Work to be done as follows:

The street is to be regulated in conformity to the commissioner's grade, as shown on the profile in the Street Commissioner's office, and the carriage-way and sidewalks properly shaped.

The earth above the grade is to be excavated and deposited on the surface of the street as directed; the rock is to be excavated one foot below the grade, and deposited as directed in embankment, on such parts of the street as are below the grade; the surplus to belong to the contractor, and to be removed from the street, and in each case to be paid for only as excavation.

Estimators will state in their estimates, the prices for the following work and materials, as before-mentioned: for excavating and removing earth, per cubic yard; for excavating and removing rock, per cubic yard; also, the time to complete the work.

The surveyor's estimate of the probable amount of work by which the bids will be tested, is as follows: 9,000 cubic yards of earth excavation; 5,200 cubic yards of rock excavation; of which, about 3,000 cubic yards will be surplus, to be removed from the street.

The amount of security required for the faithful performance of the above, will be \$3,000.



The time allowed to complete the above work, will be nine months.

The other provisions of the specifications are:

All the work and materials to be under the direction and superintendence of the surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished satisfactory to them.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

A strict compliance with the provisions of "Title III, of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended, October 25, 1849, will be observed and required in all cases. Blank forms and estimates may be had at this office.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names

and places of residence; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

The estimates for the above work will be publicly opened on Monday, the 29th day of October, 1855, at 12½ o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Inasmuch as great latitude has heretofore been allowed

in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

Work or materials not specified and price fixed on in the contract, will not be allowed for.

Payment to be made on the confirmation of the assessment.

The right to decline all the proposals, is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

JAMES FUREY, *Street Commissioner*.

STREET DEPARTMENT,

New York, October 19th, 1855.

P. O'Brien, contractor. Contract dated March 25th, 1856.

Time allowed to complete the work, nine months from the date of the contract.

Sureties, John Pettigrew and Abel Wheaton, for \$3,000.

Award of contract to John McCulkin, confirmed by the Common Council.

Adopted by Board of Councilmen, March 10, 1856.

Adopted by Board of Aldermen, March 19, 1856.

Approved March 21, 1856.

Patrick O'Brien's bid was:

Rock excavation at 58 cents per cubic yard.....\$3,016  
Earth do., nothing.

John McCulkin was a lower bidder, thus:

Rock excavation at 49 cents per cubic yard.....\$2,548  
Earth " no price given.

McCulkin's sureties were William H. Adams and A. Stran, for \$3,000.

Gardner A. Sage, Surveyor.

The surveyor's return of work, as per certificate on file in the Comptroller's office, is—

Rock excavated and removed, 4,340 cubic yards \$2,517 20.

The Comptroller returns no payments made on this contract.

This contract, it will be observed, was awarded to John McCulkin, and that award was confirmed by the Common Council on the 21st of March, 1856. The contract was, nevertheless, made with O'Brien, at a higher rate than McCulkin's bid. The work has been completed, and the assessment list is now in this office; but will not be sent to the assessors, the contract being deemed illegal, by reason of the aforementioned irregularities. Payment has been refused on this contract for these reasons. The assignee of the contract, the East River Bank, has been notified to this effect, as the contractor could not be found.

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(C, No. 5.)

Regulating Ninety-third street, from Second to Fourth avenues.

Ordinance adopted—Councilmen, August 8th, 1856.

“ “ Aldermen, Sept. 1st, 1856.

“ “ Approved, Sept. 8th, 1856.

Specifications dated Nov. 8th, 1856, as follows:

The street is to be regulated in conformity with the grade lines on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb-stone, and the carriage-way to be properly shaped, under the direction of the surveyor. That portion of the street which is above the grade lines, whether earth or rock, to be excavated and filled in such parts of the street as are below the grade; the earth to be reserved for top-filling, which shall be at least two feet deep. The rock to be cut two feet below the grade lines, and replaced with earth, without extra charge. Surplus of excavation over filling to be removed.

A stone culvert, four by five feet in the clear, to be built where directed, the sidewalls to be not less than three feet thick, and covered with heavy stone, six feet long.

No earth to be removed from the street, as it will all be required for top-filling on rock bottoms.

The following is an estimate of the probable amount of work to be done, viz:

12,000 cubic yds. of rock to excavate and fill or remove.

5,000 cubic yds. of earth to excavate and fill.

100 running feet of culvert.

Excess of excavations over filling, 2,800 cubic yds. of rock.

Contractors will state, in their proposals, the prices for the following work and materials: A price per cubic yard

for excavating rock, and filling the same where required; and a price per cubic yard for excavating and filling earth. These prices to include the removal of all surplus either of rock or earth; a price for culvert per running foot.

The amount of security required for the faithful performance of the above, will be \$20,000.

The time allowed to complete the above work, will be six months.

The other provisions in the specifications are:

Estimators are required to state, in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders, sworn to before a Judge of a Court of Record in the city of New York, to the effect that, if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between

the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III. of Contract for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter, contractors will be required to conform to the very letter of the specification on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 18th day of November, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the

Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made as directed by ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT, New York, }  
November 8th, 1856. }

John J. Griffin, contractor.

Contract dated February 27th, 1857, as in form F, and corresponding with his bids. Sureties—William B. Reynolds and Charles G. Waterbury, for \$2,000. Award of contract to J. J. Griffin confirmed by the Common Council—Aldermen, November 12th, 1856; Councilmen, December 22d, 1856. Approved December 29th, 1856.

Griffin's bid was:—

Rock excavation, at 70 cents per cubic yard...	\$8,400
Earth do. 4 " " .....	200
Culverts, \$1 25 per lineal foot.....	125
	<hr/>
	\$8,725

John T. Dodge, surveyor.

Griffin's bid was for work on Fourth avenue, from Seventy-first to Seventy-ninth streets; but the amount and kind of work for which he bid was described in the specifications for Ninety-third street, and not in that for Fourth avenue.



Bids for the two works were opened at the same time, and the heading of this proposal was manifestly made in error, from the fact that the awards and confirmation of the contract to him, it is inferred that he corrected the error in form in due time, as allowed by ordinance.

The work is in progress, and is about two-thirds done.

No returns of the amount of work done have been made by the surveyor.

The Comptroller's statement gives no payment on the work.

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(C, No. 6.)

Regulating Sixty-second street, from Eighth to Ninth avenue.

Ordinance adopted by Councilmen, July 16th, 1856;

“ “ Aldermen, August 14th, 1856;

“ approved August 16th, 1856.

Specifications dated November 8th, 1856, as follows :

The street is to be brought to the Commissioner's grade line on the profile in the Commissioner's office; the portion above the grade to be filled in, where directed, below the grade.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly curved, under the direction of the Surveyor.

Contractors will state in their proposals, the prices for the following work: for furnishing and filling in earth, per cubic yard.

The estimate of work, by which the bids will be tested, is as follows:

12,000 cubic yards of earth to be furnished.

The amount of security required for the faithful performance of the above, will be \$8,000.

The time allowed to complete the above work will be three months.

The other provisions of the specification are:

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a judge of a court of record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

Estimators are required to state in their proposals, under oath before a judge of a court of record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer

of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by the contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 18th day of November, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorising the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any

person who has previously violated any contract with this department.

The certificate of the Surveyor and Inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made as directed by ordinance.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department, New York, }  
Nov'r 8th, 1856. }

James Humes, contractor.

Contract dated January 15th, 1857, in form as F, and corresponding with his bid.

Sureties—James Robinson and John B. Morrell, for \$8,000.

Award of contract confirmed by the Common Council to James Humes—Aldermen, December 8th, 1856; Councilmen, December 26th, 1856. Approved, December 29th, 1856.

Humes was the lowest bidder as follows :

Earth filling 16 cents per cubic yard.....\$1,920

John T. Dodge, Surveyor.

No returns of work have been made by the Surveyor, and the Comptroller's statement returns no payment made upon this contract.

The contractor has done no work on this job for more than a year past; he has been notified to resume and continue the work ; and in case he neglects to do so, the penalties of his contract will be enforced.

## (C, No. 7.)

Regulating and grading Eightieth street, between Fifth avenue and East river.

Ordinance for work adopted

by Board of Councilmen, May 12th, 1856.

“ Aldermen, June 6th, “

Approved, June 14th, “

Specifications dated August 6th, 1856.

The other provisions in the specifications are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled

upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively be rejected.

The estimates for the above work will be publicly opened on Wednesday, the sixth day of August, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause making it obligatory on the contractor to pay the Inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorising the Street Commissioner to deduct such amount from the moneys to be paid him; also an agreement on the

part of the contractor, that a penalty of ten dollars may be deducted, for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made according to the ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT, }  
New York, July 26, 1856. }

John Slattery, contractor.

Contract dated September 15th, 1856.

Slattery's sureties are Patrick McCafferty and John B. Morrell, for \$10,000.

Award of Contract to John Slattery confirmed by the Common Council:

Aldermen, Aug. 11th, 1856.

Councilmen, Sept. 3d, "

Approved, Sept. 8th, "

Slattery's bid was:

	Estimated Quantities.	
Earth excavation, \$1 per cubic yd..	8,000 yds..	\$8,000 00
Rock do. nothing.....	20,000 "	
Culverts, \$2 per foot—150 lineal feet.....		300 00
Total.....		<u>\$8,300 00</u>

No return of work has been made by the surveyor; and no payments are returned by the Comptroller's statement on this contract.

A. C. FLAGG, Esq., *Comptroller*:

Agreeable to your request, I have examined the contract for grading Eightieth street, from Fifth avenue to the East river, and report as follows:

*Surveyor's Estimate for Work.*

20,000 yards of rock excavation to fill or remove.

8,000 " earth " " "

150 lineal feet of culvert.

Excess of excavation over filling, 9000 yards.

*D. Ewen's Estimate of the Whole Work.*

11,155 yards of rock excavation..... 000 00

28,120 " earth " \$1 per yd. \$28,120 00

170 feet of drain or culvert, \$2 " 340 00

Total ..... \$28,460 00

The number of lots on the line of the street will be 344, which divided into that sum, \$83 would be the apportionment on each lot.

The street was supposed to be finished for \$8,300, whereas the actual cost turns out to be \$28,460.

A fair price for the work, in my estimation,  
would be:—



11,155 yds. of rock excavation, at 70 cts a yd.	\$7,808 50
28,120 " earth " 20 " "	5,624 00
170 feet of drain at \$2 a foot.....	340 00
Total.....	<u>\$13,772 50</u>

Making a difference of ..... \$14,688 00

By examining the estimates given in at the time the contract was made, I think there would be some found at lower prices than my estimate.

*Work done on the Street at the Present Time.*

2,175 yards rock excavation.  
18,330 " earth "  
85 feet of drain.

The great difference in the estimates is beyond my comprehension, as the lower part of the street, between the Second avenue and the river is all earth. Seventy-ninth street—the adjoining street—which runs through the same hill, and was previously graded, shows no rock, but is all earth.

(Signed,)

DANIEL EWEN,

*City Surveyor.*

December 7th, 1857.

N. B. Since the above report was written, I have been informed that the block between Second and Third avenues was left out of the contract. The owners of the lots fronting had permission to grade it themselves; and the forty-eight lots fronting may be left out of the general assessment, which would raise the apportionment to \$100 per lot. In this case, it was decidedly wrong in granting them that permission, as there was more earth on the

street than was necessary to grade it, which the contractor was bound to do without any extra charge. The specification also calls for drains to be built two feet wide and four feet high, whereas the only one built near the river will not be more than one foot in the clear.

February 4th, 1858.

I have discovered the bids for the grading of Eightieth street, from Fifth avenue to the East river, and have selected therefrom the three lowest bids, as follows, viz:

J. Gallagher, rock excavation,	79 cents per yard.
“ earth “	11 “ “
J. Brady,.....rock	“ 91 “ “
“ earth “	“ 10 “ “
J. Pettigrew, rock	“ 79 “ “
“ earth “	“ 15 “ “

Gallagher would have received, at his price, by my estimate,..... \$12,245 00

Brady would have received, do. do..... 13,303 00

Pettigrew, do. do do do..... 13,370 00

The contractor for grading Eightieth street was also the contractor for grading Seventy-ninth stree; the got one dollar per yard for excavating, which he dumped in Seventy-ninth street, and received fifty cents in addition.

The prices for grading Seventy-ninth street were for

Rock excavation, \$1 50 per yard.

Earth “ 40 “

Earth furnishing, 50 “

I have no hesitation in saying, that these prices were double the value of the work on account of which the corporation were charged \$17,860 87.

(Signed,)

D. EWEN,

Payment has been refused on this work, on grounds precisely similar to those urged in Mr. Farley's case, on Fifty-eighth street, between Eighth and Ninth avenues, viz: that although he appeared to be the lowest bidder, by calculations based on the estimates of the work, yet in reality he ceases to be the lowest bidder, taking as a basis of calculation the amounts actually developed in the progress of the work; and the contractor has been notified that his contract is not recognized as valid by this department. He is still progressing with the work, and it is nearly completed.

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(C. No. 8.)

Regulating Sixtieth street, from Second to Fifth avenues.

Ordinance adopted—Aldermen, June 9th, 1856.

“ “ Councilmen, June 11th, 1856.

“ “ Approved, June 14th, 1856.

Specifications, dated August 21st, 1856, as follows:

The street is to be brought to the Commissioner's grade line on the profile in the Street Commissioner's office; the portion above the grade to be filled in, where directed, below the grade.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly curved, under the direction of the surveyor.

Contractors will state, in their proposals, the prices for the following work:—For furnishing and filling in earth, per cubic yard; for the culverts, per running foot; and for excavating rock, and filling, per cubic yard; for excavating earth, per cubic yard, and filling where directed.

Estimate of work by which the bids will be tested, is as follows:

40,000 cubic yards of earth to be furnished.

6,000 cubic yards of rock to be excavated and filled.

8,000 cubic yards of earth to be excavated and filled.

200 running feet of stone culvert.

One culvert, two feet six inches wide by four feet high in the clear; and one culvert, four feet wide by six feet high in the clear, to be built where directed by the surveyor; the walls to be of dry stone masonry, well laid up, two feet thick at the bottom, and eighteen inches thick at the top; to be well covered with stone, at least five feet six inches long, and six inches thick.

The amount of security required for the faithful performance of the above, will be \$20,000.

The time allowed to complete the above work will be six months.

The other provisions of the specifications are:

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

Estimators are required to state in their proposals

under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened

on Thursday, the 21st day of August, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this Department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made as directed by ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
August 9th, 1856. }

Thomas Crimmins, contractor.

Contract dated October 30th, 1856, in form as F, and at the prices of his bid. The sureties are Thomas Addis Emmett and John B. Dingeldein, for \$20,000.

Crimmins was the lowest bidder, as follows:

Earth filling, at 9½ cents per cubic yard.....	\$3,800
Rock excavation, \$1 40     "     "     .....	8,400
Earth     do.     2½ cents     "     "     .....	200
Stone culverts, \$1 50 per lineal foot.....	300

\$12,700

Award of contract confirmed by Common Council to

John T. Dodge, surveyor.

Earth filling, 59,890 cubic yards, at 9½ cents. . . .	\$5,689 55
Rock excavation, 12,118 cubic yards, at \$1 40. . .	16,958 20
Earth excavation, 6,501 " " 2½c. . . . .	162 53
Stone culvert, 817 lineal feet, at \$1 50 cts. . . . .	475 50
	<hr/>
	\$23,285 78

The work is finished, and the assessment list sent to the Assessors from this office.

(C. No. 9.)

Ordinance adopted—Aldermen, May 16th, 1856.

Councilmen, August 14th, 1856.

Approved August 16th, 1856.

Work to be done as follows:

The street is to be brought to the Commissioner's grade line on the profile in the Street Commissioner's office; the portion above the grade to be filled in, where directed, below the grade. The rock to be excavated two feet below the grade.

The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly curved, under the direction of the Surveyor.

Contractors will state in their proposals the prices for the following work:

For furnishing and filling in earth, per cubic yard; for excavating rock and filling, per cubic yard; for excavating earth, per cubic yard, and filling where directed; for furnishing and setting curb and gutter stones, per foot; for furnishing and laying flagging, per foot.

The estimate of work by which the bids will be tested, is as follows:

20,000 cubic yards of earth to be furnished.

3,000 cubic yards of rock to be excavated and filled.

1,500 cubic yards of earth to be excavated and filled.

1,818 running feet of curb and gutter.

6,300 square feet of flagging.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with aproper inclination. The gutter stones to be not less



than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter to be re-set if not satisfactory to the surveyor.

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, or to be less than two inches in thickness and to be pointed square on every side. Such portion of the sidewalks on which the flagging is to be laid shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the Surveyor,) in which four inches deep of clean sharp sand or gravel is to be placed on which the flagging is to be bedded, and not to be covered until examined by the surveyor and inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over to the depth of one inch.

The contractor will be required to grade the sidewalks even with the tops of the flags and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance must also be removed by the contractor, before the said work shall be considered as complete.

The amount of security required for the faithful performance of the above will be \$20,000.

The time allowed to complete the above work will be three months.

The other provisions of the specification are :

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

A strict compliance with the provisions of " Title III. of Contracts for Supplies and work for the Corporation," of the Amended Ordinances, passed May 30, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Saturday, the 4th day of October, 1856, at twelve and a half o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made as directed by ordinance.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department,  
New York, Sept'r 24th, 1856.

Michael Treacy, contractor. Contract dated October 30th, 1856, in form as G, and at the prices of his bid.

Sureties, Terence Farley and Patrick Treacy for \$20,000.

Contract awarded Michael Treacy by Common Council,  
Aldermen, October 15th, 1856.

Councilmen, October 26th, 1856.

Approved, October 21st, 1856.

Treacy's bid was:

Earth excavation, 5 cents per cubic yard.....	\$75 00
Curb and gutter, 39 cents per foot.....	709 02
Flagging, 10 cents per square foot.....	630 00
Earth filling, 24 cents per cubic yard....	4,800 00
Rock excavation, 75 cents per cubic yard.....	2,250 00
	<hr/>
	\$8,464 02

John T. Dodge, surveyor.

No returns of work has been made by the Surveyor, and no payments on the contract are returned on the Comptroller's statement.

(C, No. 10.)

Filling sunken lots south side of Fifty-fifth street, between Tenth and Eleventh avenues.

Ordinance adopted—Aldermen, Nov. 16th, 1856.

“ “ Councilmen, “ 26th, “

“ “ Approved, “ 27th, “

Work to be done as follows:

The filling to be of good and wholesome earth, and to be filled to six feet below the curb.

Estimators will state in their proposals the price per cubic yard for which they will furnish and fill in the earth required.

Time to complete the work, four months.

The amount of security required for the faithful performance of the above will be \$2,000.

The other provisions of the specifications are :

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

Contractors to notify the surveyor before commencing work.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud: and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or

other officer of the corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

The attention of contractors is particularly called to the following ordinance, &c. Ordinance of August 9, 1849:

§ 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas, or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

§ 3. Any and all persons, other than the Superintendent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleaned off within six days after the same shall be laid; this section shall be so construed as to apply to the removal of all sand, dirt or rubbish, collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof, and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of Pavements shall certify that this section has been fully complied with.

§ 4. Any person or persons, excepting the Superintendent of pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in Section 3 of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each offence; and in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

The estimates for the above work, will be publicly opened on Friday, the 21st day of December, 1855, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified and price fixed on in the contract will not be allowed for.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contrac-

tors, it is thought well to give express notice that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind; that former precedents, will not be received as an excuse and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner.*

Street Department, New York, }  
December 11th, 1855. }

Patrick Masterson, contractor.

Contract dated May 4th, 1856, in form as I.



Sureties are Peter Masterson and Francis McBarron, for \$2,000.

Award of contract to George Dean confirmed by Common Council:

Aldermen, March 5th, 1856.

Councilmen, June 6th, "

Approved, " 9th, "

Patrick Masterson's bid was, earth filling 18 cents per cubic yard.

George Dean was a lower bidder, at 14 cents per cubic yard, and his sureties were John Bohn and B. Reynolds.

Peter Masterson was a lower bidder, at 16 cents per cubic yard; his sureties were John Quin and A. McCormick.

Edward Boyle, surveyor.

No return of work has been made by the surveyor, and no payments upon this contract are returned in the Comptroller's statement.

This work is now in progress, and is nearly finished.

The contractor has been notified that the contract for this work, having been awarded and confirmed to a lower bidder, this contract is not recognized by this department, and no payments will be made thereon.

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(C. No. 11.)

Regulating curb and gutter and flagging Fourth avenue, between Thirty-eighth and Fifty-eighth streets.

## Ordinance for work—

Board of Councilmen, September 15th, 1854.

Board of Aldermen, October 11th, 1854.

Approved October 20th, 1854.

Specifications dated December 6, 1855, as follows:

The entire width of the avenue (140 feet) to be brought to the permanent grade lines, as shown on the profiles now on file in this office. That portion above the grade to be excavated and filled into that part below, and which will be allowed for as excavation only. All the rock blasted, to belong to the contractor, upon his furnishing an equal quantity of earth for filling.

The carriage-way to be properly formed, and to have a covering of at least one foot of good, clean, sharp gravel.

All the work and materials to be under the superintendence and direction of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished satisfactory to them.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a

proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints.

Two stone culverts, two feet by two feet in the clear, to be built in such parts of the avenue as may be directed by the Surveyor. The sidewalks to be not less than eighteen inches thick, and to be covered with proper stone, not less than four feet in length.

All the flagging to be of the best North river stone, even on its upper surface. No stone to measure less than eight superficial feet, and two inches in thickness, and pointed square on every side; to be laid in courses. The flagging to be carefully bedded in clean, sharp gravel, four inches in depth, and to be left clean. The flagging to rise two inches in ten feet from the curb stone.

Retaining walls to be built along either side of the embankments where directed by the Surveyor in charge of the work. These walls to be two feet six inches wide at the top, and to have a batter, or slope, on the outside, of one foot to three feet, to be of large heavy stone, laid in dry rubble work.

The Surveyor's estimate of the probable amount of work and materials required, and by which the bids will be tested, is as follows, viz:

15,650 cubic yards of earth to be excavated.

3,200 cubic yards rock to blast and remove.

57,750 cubic yards earth to furnish.

5,400 cubic yards retaining walls to build.

9,800 feet running curb and gutter to furnish and set.

37,200 square feet flagging to furnish and lay.

64 sets of circular corners, includ'g gutter stones.

980 feet running box culvert to build.

14,800 cubic yards gravel to furnish.

Estimators will state in their proposals the prices for the above named work, viz:

For excavating earth, per cubic yard; for blasting rock, per cubic yard; for building retaining walls, per cubic yard; for curb and gutter, per running foot; for circular corners, per set; for box culverts, per running foot; for gravel, per cubic yard; for flagging, per square foot, and for furnishing earth, per cubic yard.

The Contractor will be bound in doing the work not to interfere in any way with the running of the cars of the railroad company, but to afford every facility for the use of the same.

The amount of security required for the faithful performance of the above will be \$40,000.

The time allowed to complete the above work will be eighteen months.

The other provisions of the specifications are :

Estimators will state in their proposals, the prices for the following work, viz:

For excavating earth, including the deposit on the street, per cubical yard ; for excavating rock, including its removal from the street, per cubical yard; for furnishing additional earth, including its deposit in embankment, per cubical yard; the price per running foot for building two culverts, three feet in the clear.

Estimators are required to state, in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

The consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Thursday, the twelfth day of October, 1854, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Payment to be made on confirmation of the assessment.

JAMES FUREY,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, October 2d, 1854.

John McGrane, Contractor.

Contract dated February 19th, 1856, of the form given in C.

McGrane's sureties are Theodore Martin and William Neale, for \$40,000.

Award of contract to John McGrane by

Board of Councilmen, December 27, 1855.

Board of Aldermen, January 31, 1856.

Approved February 4th, 1856.

McGrane's bid:—

Earth excavation,	9 cts. per yard,	15,650....	\$1,408 50
Rock excavation,	60 " "	3,200....	1,920 00
Earth filling,	14 " "	57,750....	8,085 00
Retaining wall,	45 " "	5,400....	2,430 00
Curb and gutter,	42 " per lin. ft,	9,800....	4,116 00
Flagging,	8½ " per sq. ft,	37,200....	3,162 00
Circular corners,	\$5 each, 64 sets .....		320 00
Box culverts,	\$5 per foot, 980 lineal feet.....		4,900 00
Gravel, 14 cents per cubic yard,	14,800 yards..		2,072 00
			<u>\$28,413 50</u>

Edwin Smith, surveyor.

The above work is reported finished, and the assessment list has been returned to this office.

The following are the returns of work made by the surveyor upon the assessment list:

Earth excavation,	14,107 cubic yards,	9 cents..	\$1,269 63
Rock do	4,402 " 60 "	..	2,641 20
Earth filling	62,963 " 14 "	..	8,814 82

Retaining wall,	5,773 cub. yds., 45 cents..	\$2,597 85
Curb and gutter,	9,629 $\frac{5}{12}$ lin. feet 42 " ..	4,044 46
Flagging,	36,058 $\frac{4}{12}$ sq. feet 8 $\frac{1}{2}$ " ..	3,064 96
Circular corners,	52 sets, \$5 .....	260 00
Box culverts,	4,249 lin. feet \$5.....	21,245 00
Gravel,	15,345 cubic yards, 14 cts..	2,148 80
		<hr/> \$46,086 22 <hr/>

On March 24th, 1858, the surveyor, Edwin Smith, made returns of the following quantities of work done up to that date:

15,202	yards earth excavated.
2,713	" rock blasted and removed.
40,412	" earth furnished.
4,451	" retaining wall built.
8,097	" gravel furnished.
964	feet box culverts built.
7,530	" new curb and gutter set.
39	new circular corners set.
27,795	feet flagging furnished and laid.

Which at the contract prices would amount to the sum of \$22,500 37. It appears that since this date three thousand three hundred and forty-five feet of culverts has been built; if these culverts are legitimately included in the contract, the contract is illegal and void, because while the estimated quantities on which the contract was awarded, McGrane was the lowest bidder, he is not on the real quantities of work actually done, as will appear by the following statement:—



WORK.	McGRANE'S CONTR'T.		T. FARLEY'S BID.	
	PRICE.	AMOUNT.	PRICE.	AMOUNT.
14,107 yards earth excavated.....	9	\$1,269 63	9	\$1,269 63
4,402 " rock " .....	60	2,641 20	25	1,100 50
62,963 " earth furnished. ....	14	8,814 82	19½	12,277 78
5,773 feet retaining wall.....	45	2,597 85	75	4,329 75
4,249 " box culvert .....	\$5	21,245 00	\$1	4,249 00
15,345 yards gravel.....	14	2,148 30	20	3,069 00
9,629 8-12 feet curb and gutter....	42	4,044 46	35	3,370 38
36,058 4-12 " feet flagging....	8½	3,064 96	9½	3,290 33
52 circular corners.....	\$5	260 00	\$3	156 00
		\$46,086 22		\$33,112 37
		33,112 37		
Excess of McGrane's contract over Farley's bid .....		\$12,973 85		

From an examination of the street it appears that a large part of these culverts are lengthwise the avenue, and were not at all required to regulate and grade the street. The amount of drain actually required for the street is one thousand feet.

If McGrane will abandon the excess of drain, is his contract still valid?

(C. No. 12.)

Regulating and grading Eleventh avenue, from Forty-eighth to Fifty-ninth street.

Ordinance adopted by Board of Aldermen, July 9, 1855;

" " Board of Assistants, July 10, 1855;

" approved July 12, 1855.

Specifications dated April 25, 1856, as follows:

The entire width of the avenue is to be brought to the permanent grade line, as shown on the profile now on file in this office; that portion above the grade to be excavated and filled into the part below, and which will be allowed for as excavation only; all rock blasted to belong to the contractor, upon his furnishing an equal quantity of earth for filling; the rock in all cases to be cut two feet below grade, and the cut re-filled with earth and gravel.

The carriage-way to be properly formed, and to have a covering of at least one foot of clean sharp gravel.

One stone culvert, two feet in the clear, to be built in such part of the avenue as may be directed by the surveyor, the sidewalls to be not less than eighteen inches thick, and to be covered with proper stone, not less than four feet in length.

Retaining walls to be built along either side of the embankment, where directed by the Surveyor in charge of the work; these walls to be two feet six inches wide at the top, and to have a batter or slope on the outside, of one foot to three feet, to be of large heavy stone laid in dry rubble work.

All the work and materials to be under the direction and superintendence of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished, satisfactory to them.

The Surveyor's estimate of the probable amount of work and materials required, and by which the bids will be tested, is as follows :

5,000	cubic yards	earth to remove,
3,500	do.	rock do.
25,000	do.	earth to furnish,
3,700	do.	retaining walls to build,
75	running feet	culvert to build,
6,500	cubic yards	gravel to furnish.

Estimators will state in their proposals, the prices for the above-named work, as follows: excavating and removing earth, per cubic yard; blasting and removing rock, per cubic yard; fuanising earth for embankment, per cubic yard; building retaing walls, per cubic yard ; furnishing gravel, building culvert, per running foot.

The contractor, in doing the work, will be bound not to interfere in any way with the running of the cars of the railroad, but to afford every facility for the use of the same.

The amount of security required for the faithful performance of the above will be \$12,000.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The time allowed to complete the above work will be twelve months.

The other provisions of the specifications are :

All the work and materials to be under the superintendence and direction of the Surveyor, and such other person as may be appointed by the Street Commissioner to

inspect the same; and any materials furnished, or any work done, not satisfactory to the Inspector, shall be immediately removed, and other work done and materials furnished, satisfactory to him.

Estimators are required to state in their proposals, under oath, before a commissioner of deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the

city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 3d, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by the contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Friday, the twenty-fifth day of April, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

The contract will contain a clause making it obligatory on the contractor to pay the inspector for all the time he

may be employed on the work, after the time stipulated to complete the contract shall have expired; and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

Payment to be made in conformity to the ordinance approved by the Mayor, December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT,  
New York, April 15th, 1856.

John McGrane, contractor; contract dated January 3d, 1857.

McGrane's sureties are John B. Dingeldein and Matthew Allan, for \$12,000.

The award of contract to John McGrane was confirmed by the Common Council — Aldermen, July 9th, 1856; Councilmen, July 14th, 1856; approved July 19th, 1856.

McGrane's bid was :

		Estimated Quantities.	
Earth excavation, 9 cents per yard,	5,000 cubic yards		\$450
Rock " \$1 00	" 3,500	"	3,500
Earth filling, 12	" 2,500	"	3,000
Retaining wall, 45	" 3,700	"	1,665
Culvert . . . . \$3 00 per lineal foot,	75 lineal feet		225
Gravel . . . . . 18c. per yard . . . .	6,500 yards . . . .		1,170
		Total . . . . .	\$10,010

The contract is filled in at "forty-five cents per foot for retaining wall." The specifications call for retaining wall by the cubic yard, and McGrane's bid was for cubic yards.

Edwin Smith, Surveyor.

The following are the quantities of work returned by the Surveyor, prior to this date:

9862	yards of rock excavation.....	at \$1	\$9862 00
4110	" .... earth....do.....	" 9c.	369 90
19209	" .... do. filled.....	" 12	2305 08
1400	" .... gravel.....	" 18	252 00
3669	" .... wall.. .....	" 45	1651 05

Total ... ..\$14,440 03

1858. Amount paid on the contract, as per

Comptroller's statement..... \$9,853 18

The foregoing work is in progress, and the greater portion is finished; it cannot be completed until the Hudson River Railroad Company raises their track, so as to conform to the new grade of the avenue; about one fifth of it remains to be done.

The excess in the total quantity of excavation resulted from the excavation of rock two feet below the grade, as called for in the specifications to be re-filled with earth; this often occurs without the Surveyor being able to anticipate it, when the preliminary estimates are made.

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(C, No. 13.)

Regulating Fifty-fifth street, from Sixth to Seventh avenues.

Ordinance for work—Aldermen, October 26, 1854.  
Councilmen, April 10, 1854.  
Approved October 27, 1854.

Specifications dated Dec. 25, 1854, as follows:

The street is to be brought to the grade line on the profile in the Street Commissioner's office. The rock thirty-five feet in width in the centre of the street, to be blasted two feet below the grade, and to be filled in with earth to the grade. The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped under the direction of the surveyor. The contractor to excavate the portion above the grade, and fill it into the portion below, which will be allowed for as excavation. No boulders to be measured or allowed for as rock. The contractor to furnish any deficiency of earth that may be required to regulate the road.

Estimators will state in their proposals the prices for the following work, viz: For excavating earth, including its deposit on the street, per cubical yard; for excavating rock, including its removal from the street, per cubical yard.

The amount of security required for the faithful performance of the above will be ten thousand dollars.

Estimate of work: eight thousand five hundred cubic yards of earth excavation; twenty-four thousand cubic yards of rock excavation. The whole to be concluded in six months, under the penalty of five dollars per day for each day after the time specified for completing the contract.



The time allowed to complete the above work will be six months.

The other provisions of the specification are:

Estimators are required to state in their estimates, under oath, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested in, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder

in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "title III. of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Friday, the 5th day of January, 1855, at half-past 12 o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,  
*Street Commissioner.*

Street Department, New York,  
Dec. 25, 1854.

Cornelius Smith, contractor.

Contract dated February 7th, 1855.

The contract was subsequently extended for two years from December 19th, 1855, by J. Furey, Street Commissioner.

Smith's sureties are John Fitzpatrick and Cornelius Broderick, for ten thousand dollars.

Award of contract not confirmed by Common Council.

No bids on file.

The following information is taken from the abstract of bids on file in the department:

Smith's bid was:

*Estimated quantities.*

Rock excavation, 60 cents, 2,400 cubic yards . . .	\$14,400
Earth do. no bid, 8,500 do.	

In the contract the price for rock excavation is ninety-nine cents, and earth excavation forty-nine cents, making the whole amount of contract twenty-seven thousand nine hundred and twenty-five dollars.

The original price entered in the contract has been erased, and the figures ninety-nine cents inserted.

Samuel J. Tully was a lower bidder, thus:

Estimated quantities.			
Rock excavation, 40 cents,	2,400 cubic yards .		\$9,600
Earth do.	3 cents, 8,500 do.....		255
Total.....			\$9,875

And forty-five cents filling earth, not included in the specifications.

J. M. Culkin was a lower bidder, at .....	\$11,760
Charles Devlin, do. ....	12,080
Terence Farley do. thus:	

Estimated quantities.			
Rock excavation, 50 cents,	2,400 cubic yards.		\$12,000
Earth do.	2 " 8,500 do. ....		170
Total.....			\$12,170

And forty cents for filling, not called for in the specifications.

The bids not being on file, the sureties cannot be given.

John Kinley was a lower bidder, at four thousand and fifty dollars.

On the abstract it is entered that the several bidders, Farley, Tulley, C. Devlin, J. M. Culkin, and John Kingsley, declined. The bids of Devlin and Tully also included a price for filling.

Edwin Smith, surveyor.

This work is about one-third done. Mr. Cornelius Smith states that "on the day he signed the contract, or the day after, he was desired by Mr. Charles Turner,

Deputy Street Commissioner, to make an assignment of it to Terence Farley, and was told that if he refused to do so, the contract would be given to one of the lower bidders, and not to him. He therefore made the required assignment; that some months afterwards, at the request of the same party, he assigned it to Charles Devlin, presuming in both instances that the prices contained in the contract were those contained in his bid, viz:

"Sixty cents per cubic yard for excavating rock, and nothing for earth."

These two assignments are on file in this office, both endorsed "cancelled," but the endorsement on the assignment to Farley has been erased.

The amount of work returned by the surveyor is as follows:

Earth excavation,	1,830	cubic yards excavated.
Rock	do.	3,800 do. do.

Which, at the prices substituted in the contract for the original prices, would amount to..... \$4,658 70

Mr. Daniel Ewen reported, after an examination, to the Comptroller, March 29th, 1858, the following quantities of work done:

10,000	yards of rock excavation.
2,000	do. earth do.

Which, at the altered prices, would amount to	\$10,880
The Comptroller's statement returns, as amount	
paid on this contract.....	5,348 39

The original contract, apart from the fact of subsequent alterations, is not regarded as valid by this department,

on the ground that it was not made with the lowest bidder, and that it was not confirmed by the Common Council.

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(C, No. 14.)

Regulating, grading and setting curb and gutter in One hundred and twenty-ninth, One hundred and thirtieth, and One hundred and thirty-first streets, from Tenth avenue to Hudson river.

Ordinance for work, Adopted—Councilmen, May 16th, 1855.

“ “ “ Aldermen, June 13th, 1855.

“ “ “ Approved, June 14th, 1855.

Specifications dated January 15th, 1856, as follows:

The streets are to be brought to the new grade line drawn on the profiles filed in the Street Commissioner's office. The portion above the grade to be filled in that part of the streets below the grade, which will be allowed for as excavation only. All rock excavated to belong to the contractor, on his furnishing an equal quantity of earth for filling.

The entire width of the streets to be filled (60 feet wide on top) with clean earth and gravel.

The sidewalks to be regulated with a sufficient rise from the grade of the curb, and the carriage-way to be properly curved, under the direction of the surveyor.

All the work and materials to be under the direction and superintendence of the surveyor, and such other person as may be appointed by the Street Commissioner to

inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished satisfactory to them.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb-stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface even and level, and the ends and sides squared to form close joints.

The earth excavated to be deposited on such parts of the carriage-way or sidewalks as may be directed by the surveyor. The contractor to furnish all additional earth required.

The surveyor's estimate of the probable amount of work and material required, and by which the bids will be tested, is as follows:

11,570 running feet curb and gutter stones.

38,310 cubic yards filling extra.

28,900 cubic yards earth excavated and filled in.

14,500 cubic yards rock to remove.

52 sets of circular corners, including the gutter around the same.

Contractors will state, in their proposals, the price for the following work and materials, as before described;—

For curb and gutter stones, per running foot, set as specified; for extra earth filling, per cubic yard; for earth excavation, per cubic yard; for rock blasting and removing, per cubic yard; for circular corners, per set, including the gutter around the same.

The amount of security required for the faithful performance of the above, will be \$15,000.

The time allowed to complete the above work will be twelve months.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon



its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "title III. of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended Oct. 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Friday, the 25th day of January, 1856, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired; and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement, on the part of the contractor, that a penalty of ten

dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made under the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, {  
15th January, 1856. }

Bartlett Smith, contractor.

Contract dated April 23d, 1856.

B. Smith's surety is F. R. Lee, for \$15,000. His other surety, Henry L. Hoguet, did not sign the bond.

Smith's bid was:

*Estimated Quantities.*

Curb and gutter, 42 cents per foot, 11,570 line-	
al feet.....	\$4,859 40
Earth filling, 19 cents per foot, 38,310 cubic yds.	7,278 90
Earth excavating, 16 cents per foot, 28,900	
cubic yards.....	4,624 00
Rock excavating, 67 cents per foot, 14,500	
cubic yards.....	9,715 00
Circular corners, \$3 each, 52 sets.....	156 00
Total.....	\$26,633 30

Award of contract to Bartlett Smith, confirmed by the Common Council—Aldermen, February 18th, 1856.

Councilmen, April 4th, 1856.

Approved, April 21st, 1856.

Edwin Smith, surveyor.

The quantities of work done, returned by the surveyor, are as follows:

17,080 yards earth excavation, at 16 cents...	\$2,732 80
1,428 yards rock do. at 67 cents...	956 76
12,705 yards earth filled, at 19 cents.....	2,413 95
Total.....	\$6,103 51

The amount paid, as per Comptroller's statement, is.....\$4,275 46

The foregoing work is now in progress. One hundred and twenty-ninth and One hundred and thirtieth streets are nearly done, with the exception of setting curb and gutter. One hundred and thirty-first street is about two-thirds finished. The grade in these three streets has been changed since the contract was made, changing somewhat the quantities of the work from those set forth in the original estimates.

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(C, No. 15.)

Regulating and grading Fifty-second street, from Broadway to the Sixth avenue.

Ordinance adopted by Councilmen, May 5, 1854.

" " Aldermen, September 14, 1854.

" approved Mayor, September 15, 1854.

Specification dated October 4th, 1854, as follows:

The street is to be brought to the grade line on the profile in the Street Commissioner's office; the rock thirty-five feet in width in the centre of the street, to be blasted two feet below the grade, and to be filled in with earth to the grade; the sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way to be properly shaped under the direction of the surveyor; the contractor to excavate the portion above the grade, and fill it into the portion below, which will be allowed for as excavation; no boulders to be measured or allowed for as rock; the contractor to furnish any deficiency of earth that may be required to regulate the road.

The amount of security required for the faithful performance of the above, will be \$10,000.

Estimate of work:—3,000 cubic yards of earth excavation; 15,000 cubic yards of rock excavation; 100 feet of culverts, and 5,000 cubic yards of filling; the whole to be concluded in eighteen months, under the penalty of five dollars per day, for each day after the time specified for completing the contract.

The time allowed to complete the above work, will be eighteen months.

Conklin and Mooney, contractors. Contract dated April 7th, 1855.

The contract was subsequently extended for one year from April 7, 1856, by James Furey, Street Commissioner.

Conklin and Mooney's sureties are, Edwin Linnen and John McClune, for \$10,000.

The award was not confirmed by the Common Council.

Conklin and Mooney's bid was as follows:

		Est. quantities.	
Rock excavation, 70c. per yd.	15,000 cub. yds.	\$10,500	
Earth do. 12c. "	3,000 "	360	
Earth filling, 12c. "	5,000 "	600	
Culverts, \$1 75 per foot	100 lineal feet.	175	
			\$11,635

Peter Connelly was a lower bidder, as follows:

Rock excavation at 45 cents per yard	\$6,750
Earth do. 45 " "	1,350
Earth filling, 45 " "	2,250
Culverts, 45 " "	45
	\$10,395

Connelly's sureties were Philip O'Reilly and Peter McKenna.

Isaac T. Ludlam, Surveyor.

(C, No. 16.)

Regulating, curb and gutter, and flagging Fifty-sixth street, between Broadway and Sixth avenue.

Ordinance adopted by Councilmen, May 16, 1856:

" " Aldermen, August 14, "

" approved August 16, 1856.

Specification dated Nov'r 8, 1856, as follows:

The street to be regulated and graded in conformity with the Commissioner's grade, as shown on the profile on file in the Street Commissioner's office. All rock to be excavated two feet below the grade, and no stones over two inches greatest diameter to be filled in within eighteen inches of the grade. The carriage-way and sidewalks to be properly shaped.

All the flagging to be of the best North river stone, even on its face; to measure not less than two feet wide, nor to contain less than eight superficial feet, and in no case less than two inches thick; to be laid with close joints in a regular course four feet wide. Flagging to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed.

The curb and gutter to be of the best North river stone, similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick and twenty inches wide; and the gutter stone to be three feet long, six inches thick and fourteen inches wide; all truly squared, so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the Surveyor.

All work and material to be under the direction of the Surveyor, and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same; and materials furnished, or work done, not satisfactory to either of them, shall be immediately removed, and satisfactorily replaced and performed. All materials and rubbish to be removed off

the street previous to the Surveyor and Inspector's giving their certificate of completion.

The contractor to notify the Surveyor before commencing the work.

The estimate of work and material, for each of which prices are required, and by which the bids will be tested, is as follows, viz :

9,840	square feet of flagging,
2,500	lineal feet of curb and gutter,
6	circular corners,
14,300	cubic yards rock excavation,
1,500	do. earth do.
180	do. sand or fine gravel.

The amount of security required for the faithful performance of the above will be \$10,000.

The time allowed to complete the above work will be six months.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath before a judge of a court of record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit in writing of two householders or freeholders, in the city of New York, taken before a judge of a court of record, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III, of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly-written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the eighteenth day of November, 1856, at half



past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the Surveyor and Inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department, New York, }  
Nov'r 8th, 1856. }

Michael Tracey, contractor.

Contract dated April 6th, 1857.

Tracey's sureties are Terence Farley and Patrick Tracey, for \$10,000.

Award of contract to Terence Farley confirmed by the Common Council—Aldermen, December 8th, 1856, Councilmen, December 26th, 1856; approved, December 29th, 1856.

Tracey's bid was as follows:

Estimated Quantities.			
Flagging.....	8c. per sq. foot	9,840 feet	\$757 20
Curb and gutter,	35 " lineal "	2,500 "	875 00
Circular corners \$2....each.....	6 sets		12 00
Rock excavation, \$1 per cubic yard,	14,300 y'ds		14,300 00
Earth....do....	1c....do.....	1,500 do.	15 00
Sand or gravel..	1c....do.....	180 do.	1 80
Total.....			\$15,991 00

Terence Farley was a lower bidder, thus:

Estimated Quantities.			
Flagging.....	7c. per sq. foot,	9,840 feet	\$688 80
Curb and gutter, 25c. " lineal "	2,500 "		625 00
Circular corners \$1 50 each.....	6 sets		9 00
Rock excavation	80 per cubic yard,	14,300 y'ds	11,440 00
Earth " 2 " "	1,500 "		30 00
Sand or gravel.. 3 " "	180 "		5 40
Total.....			\$12,798 20

Farley's sureties were John McGrane and John C. Dingledein.

J. McConnell was a lower bidder at..... \$12,869

His sureties were John Fitzpatrick and James Russell.

C. C. Ellis was a lower bidder at..... \$13,405 80

His sureties were John Fitzpatrick and Charles Devlin.

George C. Harsin was a lower bidder at.. \$13,768 80

His sureties were John McGrane and John B. Dingledein.

William Baird was a lower bidder at..... 13,847 00

His sureties were Charles Devlin and John Fitzpatrick.

J. Martin was a lower bidder at..... 14,005 80

His sureties were Theodore Martine and Patrick Hinch.

Oscar Taylor was a lower bidder at..... \$14,168 20

His sureties were John B. Dingledein and Charles Devlin.

Charles Devlin was a lower bidder at..... \$14,933 80

His sureties were John Fitzpatrick and C. C. Ellis.

J. P. Cummings was a lower bidder, at \$15,941 60.

His sureties were Thomas Cummings, jr., and William A. Cumming.

Roswell Graves, Surveyor.

Amount of work done, as per Surveyor's certificate on file in the Comptroller's office:

10,946 yards rock excavation at \$1..... \$10,946 00

Amount paid as per Comptroller's statement \$8,696 90

This contract was awarded to Terence Farley, and that award was confirmed by the Common Council, December 29th, 1856.

The contract was, nevertheless, made with Michael Tracey, whose bid was more than \$3,000 higher than Farley's. Moreover, the ordinance directing the work only authorized curb and gutter stones to be set, and flagging to be laid, while the contract was made for regulating and grading also, thus creating an unauthorized additional expense of more than \$14,000. While in many cases it may be necessary, on account of settling, and because the street has not been brought exactly to grade, under the contract to regulate and grade, to include in the contract made under an ordinance for setting curb and gutter, some small amount of excavation or filling, which may fairly be considered as incident to setting the

curb and gutter and flagging. An ordinance to set curb and gutter, and flag, cannot be held to authorize a contract in which the work authorized to be done by the ordinance, is comparatively a minor item.

The work has been finished, and the assessment list returned to this office; but Mr. Tracey has been notified, that for the above reasons the contract is deemed invalid, and that no assessment can be made, and that therefore no payments can be made on the contract.

The street had been regulated and graded, previous to the ordinance for this work, but the grade had been changed, and Tracey worked it to the new grade, before setting his curb and gutter.

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(C, No. 17.)

Regulating, curb and gutter, and flagging Fifth avenue, from Forty-ninth to Sixty-first streets.

Ordinance adopted—Board of Councilmen, Oct. 17, 1856.

Board of Aldermen, Oct. 20, 1856.

Approved, Oct. 22d, 1856.

Specifications dated Dec. 3, 1856, as follows:

The entire width of Fifth avenue, from Forty-ninth to Sixty-first street, to be regulated and graded in conformity with the Commissioner's grade, as shown upon the profile on file in this office, and the carriage-way and sidewalks properly shaped.

*Excavation.*—All rock to be taken off two feet below the grade, and no chips, boulders or stones over two

inches diameter to be filled in within eighteen inches of the grade. Boulders of any size will not be allowed for, unless first inspected and passed by the surveyor as of proper size for allowance.

*Embankment.*—In filling of fourteen feet and over, not more than four feet in depth of broken rock is to be filled in until alternated by three feet of earth. In filling less than fourteen feet, all rock is to be dumped within five feet of the outer sides of the street. Allowance will be made only for excess of filling over total amount of excavation.

Arched culvert in the centre of Fifty-eighth street to be lengthened and provided with wing walls and parapets. The brick in the arch to be of the best quality North river hard brick, and laid in cement. The masonry in the culvert walls, wings and parapets, to be first class rubble work, laid in cement mortar.

All the flagging to be of the best North river stone, even on its face; to measure not less than two feet wide, nor contain less than eight superficial feet, and in no place less than two inches thick; to be laid with close joints in a regular course, four feet wide; flagging to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed.

The curb and gutter to be of the best North river stone; similar to patterns in the Street Commissioner's office; the curb stone to be not less than three feet long, five inches thick, and twenty inches wide; and the gutter stone to be three feet long, six inches thick, and fourteen inches wide, all truly squared so as to form close and even joints;\*

the curb and gutter to be set where directed, and according to the grade given by the surveyor.

All work and material to be under the direction of the Surveyor and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same, and materials furnished, or work done not satisfactory to either of them, shall be immediately removed and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspector's giving their certificate of completion.

The contractor to notify the surveyor before commencing the work.

The estimate of work and material, for each of which prices are required, and by which the bids will be tested, is as follows:

26,200	cubic yards	rock excavation;
3,000	do.	of earth excavation;
81,500	do.	of embankment;
600	cubic feet	of brick masonry;
1,100	do.	of stone masonry;
22,500	square feet	of flagging;
6,300	lineal feet	of curb and gutter;
42	circular	corners;
450	cubic yards	of sand or fine gravel.

The amount of security required for the faithful performance of the above will be thirty thousand dollars.

The time allowed to complete the above work will be four months.

The other provisions in the specification are:

Estimators are required to state in their proposals under oath, before a Judge of a Court of Record, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit in writing of two householders or freeholders in the city of New York, taken before a Judge of a Court of Record, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "title III. of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Saturday, the 13th day of December, 1856, at half-past 12 o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work to be filed with the Street Commissioner that the work has been completed according to the contract.



Payment to be made in accordance with the ordinance of December 30, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York,

Dec. 3d, 1856.

Terence Farley, contractor.

Contract dated April 7th, 1857.

Farley's sureties are Patrick Tracey and James B. Brady, for ten thousand dollars.

Award of contract not confirmed by Common Council.

Farley's bid was:

Rock excavation, 85 cents per yard, 26,200 cubic yards .....	\$22,270
Earth excavation, nothing, 3,000 cubic yards .....	....
Do. filling, 19c. per yard, 81,500 do. ....	15,485
Brick masonry, nothing, 600 do. ....	....
Stone do. \$1 20 per yard, 1,100 feet .....	1,320
Flagging, nothing, 22,500 square feet .....	....
Curb and gutter, nothing, 6,300 lineal feet. ....	....
Circular corners, do. 42 sets .....	....
Sand or gravel, do. 450 cubic yards .....	....
Total .....	\$39,075

Roswell Graves, Surveyor.

Amount of work done on this contract:

28,480 yards rock excavation, 85 cents .....	\$24,165 50
3,186 do. earth do. nothing .....	....
51,744 do. filling in excess, 19 cents .....	9,831 36
2,040 feet dry culverts, nothing .....	....
Total .....	\$33,996 86

Amount paid on this contract, as per Comptroller's statement ..... \$23,929 99

The above work is in progress, and the larger portion of it has been completed.

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(C, No. 18.)

Regulating Third avenue, from Eighty-sixth to One hundred and tenth street.

Ordinance adopted by Board of Councilmen, Dec. 8th, 1855.

“ Aldermen, April 11th, 1856.

“ Approved by Mayor, April 14th, 1856.

Specifications dated May 16th, 1856, as follows:

*Grading.*—The entire width of Third avenue, from Eighty-sixth to One hundred and tenth street, to be regulated and graded in conformity with the Commissioner's grade, as shown upon the profile on file in this office, and and the carriage-way and sidewalks properly shaped.

*Excavation.*—All rock to be taken off two feet below the grade, and no chips, boulders or stones, over two inches in diameter, to be filled in within eighteen inches of the grade. Boulders of any size whatever will not be allowed for in any case unless first inspected and passed by the Surveyor as of proper size for allowance.

*Graveling.*—The surface of the road-way will be properly shaped with at least twelve inches deep of coarse clean gravel and broken quarry chips not over two inches in diameter. The sidewalks will be furnished with four inches deep of clean coarse gravel, well raked in.

*Embankment.*—In filling of fourteen feet and over, not more than four feet in depth of broken rock is to be filled in, until alternated by three feet of earth. In filling less than fourteen feet, all rock is to be dumped within five feet of the outer sides of the street. Allowance will be made only for excess of filling over total amount of excavation.

*Paving.*—Gutters six feet wide will be paved in such places where directed, connecting with under drains, if required.

*Culverts.*—Dry rubble stone culverts to be built in such manner, of such form and materials, and on such parts of the street as the Surveyor shall direct. In all rubble work whether of dry stone or masonry, in no case shall any stone contain less than two cubic feet, nor shall there be less than three thorough bonds, or two alternate thorough laps, in each perch of work.

*Bridge.*—One arch bridge of rubble masonry, to be built of stones in no case less than two cubic feet in size, and laid in thorough courses of not over one foot, nor less than six inches, with not less than three thorough bonds in each perch, with facings on each end, hammer dressed work and cut granite ring stones. The abutments to be of such dimensions and form, and laid on cement masonry foundation of such size and depth as directed.

Retaining walls to be built where, of such form, batter, and dimensions, as directed by the Surveyor. The materials to be of dry rubble stone, of such size, and laid in such manner as required under the head of "culverts" in this specification.

*General Specification.*—The price for excavation, whether of rock or earth, must include the filling in of the same into such part of the embankment as directed, and the immediate removal of all surplus or rubbish from the street. The surveyor or inspector may reject improper material or work. The contractor to notify surveyor before commencing work. Contractors will state in their proposals the prices specifically and in detail, according to the items in the following estimate:

Surveyor's estimate of the total amount of work according to the profile and plans on file in this office, more particular reference being had thereto:

14,827 cubic yards of rock excavation.

1,578 " " earth "

55,772 " " embankment.

11,760 " " gravel.

400 square yards of paving.

22,050 cubic feet of masonry.

7,625 " " culvert (dry stone.)

160 " " culvert work (in cement.)

10,015 " yards of dry retaining wall.

*Time.*—The time allowed to complete the work will be nine months.

*Security.*—The amount of security required for the faithful performance of the above will be twenty thousand dollars.

The other provisions of the specification are—

*Proposals.*—Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence, the names of all per-

sons interested with them, and if no other person be so interested they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without any collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or any portion of the profits thereof.

*Ordinances.*—A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office, and

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract will be positively rejected.

*Opening of Estimates.*—The estimates for the above work will be publicly opened on Monday, the 26th day of May, 1856, at twelve and one-half o'clock, P.M., at the office of the Street Commissioner.

*Sureties.*—Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

The certificate of the surveyor and inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

The Street Commissioner reserves the right to reject all the bids if he deems it for the interest of the Corporation.

Payment to be made in conformity with the ordinance passed December 30, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT,

New York, May 16, 1856.

John Pettigrew contractor.

Contract dated August 28, 1856.

Pettigrew's sureties are James Humes and John B. Morrell, for \$20,000.

Award of contract confirmed,—

By Board of Aldermen, June 12, 1856.

“ Councilmen, July 15, 1856.

Approved July 19, 1856.

Pettigrew's bid was :

Estimated quantities.

Rock excavat'n.	.86c. per yd.	14,827 cub. yds.	\$12,751 22
Earth	" .18c. "	1,578 "	284 04
Embankment...	.28c. "	55,772 "	21,193 36
Gravel .....	.45c. "	11,760 "	5,292 00
Paving.....	.37c. pr sq. y'd	400 sq. yds...	148 00
Masonry .....	.28c. pr foot.	22,050 cub. feet..	6,174 00
Dry culvert....	.15c. "	7,625 "	1,143 75
Cement .....	.15c. "	160 "	24 00
Retaining wall.	.43c. per y'd.	10,015 cubic yds.	4,306 45
			<u>\$51,816 82</u>

A. C. Fromm was a lower bidder, thus:

Rock excavation at....	\$1 per yard.....	\$14,827 00
Earth	" ....02 c. "	31 56
Embankment.....	.25c. "	13,943 00
Gravel.....	.30c. "	3,528 00
Paving.....	.50c. per square yard..	200 00
Masonry .....	.05c. per cub. foot ....	1,102 50
Dry culvert.....	.08c. "	228 75
Cement culvert.....	.06c. per cubic foot....	9 60
Retaining wall.....	.50c. " yard....	5,007 50
		<u>\$38,877 91</u>

Fromm's sureties are T. Swanstam and Wm. Hallam.

Roswell Graves, Surveyor.

Amount of work done, as per Surveyor's certificate on file in the Comptroller's office:

4,485 yards rock excavation, at 86 c. per yard.	\$3,857 10
2,321 " earth " 18c. "	417 78
14,714 " filling in excess, 38c. "	5,591 32
4,895 " retaining wall.. 43c. "	2,104 85
11,682 feet bridge masonry.. 15c. per foot..	1,752 30
6,911 feet dry culvert . . . . . 15c. "	1,036 65
	<u>\$14,760 00</u>

No payments returned by Comptroller's statement.

This contract was awarded to A. C. Fromm, who was the lowest bidder, and that award confirmed by the Common Council on 19th July, 1856. The contract was, nevertheless, made with John Pettigrew.

On the 31st of August, 1858, the confirmation of the award of contract to Mr. Fromm was rescinded by the Common Council, and it was confirmed to Mr. Pettigrew on the same day. Payment has notwithstanding been refused to Mr. Pettigrew on the ground that the contract having been awarded to Fromm, no subsequent confirmation could be legally made without re-advertisement.

The ordinance authorizing this work was not passed by both Boards of the Common Council in the same year.

It was adopted by

Board of Councilmen, December 8, 1855, and by

Board of Aldermen, April 11, 1856.

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(C, No. 19.)

Regulating Fifty-first street, between Sixth and Eighth avenues.



Ordinance adopted by Board of

Assistant Aldermen, May 8th, 1851.

Aldermen, Feb. 6th, 1852.

Approved by the Mayor, " 7th, "

Specifications dated May 12th, 1853, as follows:

The street and avenue to be brought to the grade as shown on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb stone, and the carriageway to be properly shaped, under the direction of the surveyor.

If it be found requisite in shaping the street, to remove any earth or rock, it shall, if required by the surveyor, be filled into any part of the street above described, in which case it shall be paid for as excavation only. The whole to be under the inspection of the surveyor appointed by the Street Commissioner.

The curb and gutter stones to be of North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width, the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter stone to be re-set as the surveyor may direct.

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, or to be less than two inches in thickness, and to be pointed square on every side. Such portions of the sidewalks, on which the flagging is to be laid, shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the surveyor,) in which four inches deep of clean sharp sand or gravel is to be placed, on which the flagging is to be bedded, and not to be covered until examined by the surveyor or inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over to the depth of one inch. The contractor will be required to grade the sidewalks even with the tops of the flags, and curb the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance shall also be removed by the contractor before the said work shall be considered as complete.

*Surveyor's Estimate.*—Earth excavation, about 1,300 cubical yards; rock excavation, about 13,620 cubical yards; and about 160 feet of stone drain or culvert, as described below; curb and gutter, about 3,200 lineal feet; flagging, about 12,960 superficial feet; and gravel, about 900 cubic yards.

The amount of security required for the faithful performance of the above, will be \$5,000.

The time allowed to complete the above work, will be eighteen months.

The other provisions in the specification are:

Estimators will please to state in their proposals, the prices for earth excavation, including its filling into the low parts of the street, per cubic yard; also, the price for blasting rock, per cubical yard, including filling the same into the low parts, or furnishing the same amount of earth; for curb and gutter, per lineal foot; for flagging, per square foot—both to be set. And through the rock excavation the stone is to be blasted out, so that the highest points of the rock will be to the depth of two feet below the grade of the street, and only be allowed as two feet deep, should the rock be blasted lower; therefore, nothing below two feet will be allowed; for furnishing the material, and building two good and substantial stone culverts, to be three feet wide and four feet high in the inside, and each about eighty feet in length; also, for gravel, per cubical yard.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath, in writing, of the persons signing the same, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 23d day of May, 1853, at twelve o'clock, M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the monies to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JAMES FUREY,

*Street Commissioner.*

Street Department, New York, }  
May 12th, 1853. }

John Kinsley, contractor.

Contract dated May 29th, 1853.

Kinsley's sureties are Thomas Asten and Willaim H. Adams, for \$5,000.

Award of contract not confirmed by the Common Council.

Kinsley's bid was:

	Est. quantities.	
Earth excavation, nothing,	1,300 cubic yards.	\$00 00
Rock " 48 cents,	13,620 " "	6,537 60
Stone culvert,...\$1 50 a l. foot,	160 lineal feet..	240 00
Curb and gutter, 50 cts. l.ft.	3,200 " "	1,600 00
Flagging,.....12 " s.ft.	12,960 sq. feet...	1,555 20
Gravel.....40 " c. yd.	900 c. yds....	360 00
Total.....		\$10,292 80

James E. Serrell, surveyor.

Amount of work done, as taken from Surveyor's certificate, op file in Comptroller's office:

5,866 yards rock excavation, at 88 cts. per yd.	\$2,815 68
1,100 " earth " no price	
576 " gravel..... 40 cts per yd.	230 40
74 feet of drain..... \$1 50 per foot...	111 00
1,129 " " curb and gutter, 50 " " ..	564 50
4,611 " " flagging..... 12 " " ..	553 32
Total.....	\$4,274 90

Amount paid on contract, as per Comptroller's statement,..... \$4,711 85

The following amounts stand charged on the Comptroller's books, in *lead pencil*, as against this work:

April 17 1854, paid.....	\$783 00
Sept. 18 " " .....	1,180 82
" " " " .....	1,673 00

but they are so mixed up with other contracts, as to render it impossible to find out to which contract they are properly chargeable.

This work is still in progress, but very little is being done by the contractor.

The ordinance authorizing this work was not passed by both Boards of the Common Council in the same year.

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(C, No. 23.)

Regulating and grading, setting curb and gutter, &c., in One hundred and twenty-fifth streets from Eighth avenue to Manhattan street.

Ordinance adopted — Aldermen, August 14, 1856.

Councilmen, September 3, 1856.

Approved, September 8, 1856.

Specifications, dated November 8, 1856, as follows:

The entire width of the street to be brought to the permanent grade line as shown on the profile now on file in this office, and the carriage-way and sidewalks properly shaped.

The carriage-way to have a covering of at least eight inches of clean sharp gravel.

One stone culvert two feet in the clear, to be built in such part of the street as may be directed by the surveyor. The side walls to be two feet thick; and to be covered with proper stone not less than four feet in length and eight inches in thickness.

The curb and gutter to be of the best North river stone, similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick and twenty inches wide; and the gutter stone to be three feet long, six inches thick and fourteen inches wide. All truly squared so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the surveyor.

All work and material to be under the direction of the surveyor and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same, and materials furnished, or work done not satisfactory to either of them, shall be immediately removed and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspector's giving their certificate of completion.

The contractor to notify the surveyor before commencing the work.

The estimate of work and material for each of which prices are required, and by which the bids will be tested, is as follows:

26,500 cubic yards of filling.

2,300 lineal feet of curb and gutter.

7 circular corners.

1,820 cubic feet of culvert masonry (laid dry.)

1,800 cubic yards of gravel.

The amount of security required for the faithful performance of the above will be five thousand dollars.

The time allowed to complete the above work will be two months.

The other provisions of the specifications are:

Estimators are required to state in their proposals, under oath, before a judge of a court of record, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit in writing of two householders or freeholders, in the city of New York, taken before a judge of a court of record, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.



A strict compliance with the provisions of "Title III of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse ; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 18th day of November, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work to be filed with the Street Commissioner that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, Nov. 8th, 1856.

Cornelius Smith, contractor.

Contract dated January 12th, 1857.

Smith's sureties are Thomas Carnley and Bartlett Smith, for five thousand dollars.

Award of Contract confirmed by the Common Council to Cornelius Smith—Aldermen, December 8, 1856,  
Councilmen, December 26, 1856.  
Approved, December 29, 1856.

Smith's bid was:

Estimated Quantities.

Earth filling, 28½ cts. per y'd, 26,500 cubic yds,	\$7,552 00
Curb and gutter, 42 cts. per ft., 2,300 lineal feet	966 00
Circular corners, \$3 each, 7 sets.....	21 00
Dry culvert, 6 cts. per foot, 1,820 lineal feet...	109 20
Gravel, 3 cents per yard, 1800 cubic yards.....	540 00
	<hr/>
	\$9,188 70

Roswell Graves, Surveyor.

This work is finished and the assessment list has been returned to this office. The following are the amounts of work returned on the list:

42,851 yards filling, 28½ cents.....	\$12,212 54
2,281 feet curb and gutter, 42 cents.....	958 02
1,754 yards sand, 30 cents.....	526 20
7 circular corners, \$3.....	21 00
Excess in one circular corner (being 31-6 long)	
allowed as curb and gutter..22.6, at 42 cts.	9 45
	<u>\$13,727 21</u>

No payments returned, as made on this contract by  
Comptroller's statement.

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(C, No. 26.)

Flag, &c., Montgomery street, between Front and South  
streets.

Ordinance adopted and confirmed August 16th, 1856.

Specifications dated Sept. 24th, 1856, as follows:

The sidewalks to be brought to the full width and  
proper level where required.

All the flagging to be of the best North river stone,  
even on its face. To measure not less than two feet wide,  
nor contain less than eight superficial feet, and in no place  
less than two inches thick. To be laid in close joints and  
course, and cut so as to fit neatly around all coping posts,  
&c.; to be bedded in six inches of fine sand or fine gravel,  
graveled after laying, and brought to an even surface at  
such grade as directed. All stones cut to carry water, or  
pipes of any kind to remain or be replaced as directed.

The curb and gutter to be of the best North river stone,  
similar to patterns in the Street Commissioner's office.  
The curb stone to be not less than three feet long, five  
inches thick and twenty inches wide; and the gutter stone  
not less than three feet long, fourteen inches wide and six

inches thick. All truly squared so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the surveyor. In re-setting, the joints to be re-squared, and closely jointed and lined.

All the work and material to be under the direction of the surveyor, and superintendence of such other person as may be appointed by the Street Commissioner to inspect the same, and materials furnished or work done not satisfactory to either of them, shall be immediately removed, and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspector's giving their certificate of completion.

The contractor to notify surveyor before commencing the work.

All work and material, for each of which prices are required, and by which the bids will be tested, are as follows:

- 2,500 square feet of flagging;
- 420 square feet of re-flagging;
- 25 lineal feet of curb and gutter;
- 100 lineal feet of curb and gutter to be re-set;
- 25 cubic yards of sand or fine gravel.

The amount of security required for the faithful performance of the above, will be \$3,000.

The time allowed to complete the above work will be three months.

The other provisions in the specification are:

Estimators are required to state in their proposals, un-

der oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III. of Contract for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed

in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter, contractors will be required to conform to the very letter of the specification on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Saturday, the 4th day of October, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT, New York, }  
September 24th, 1856. }

John Donnell, contractor.

Contract dated March 30th, 1857.

Donnell's sureties are Michael Tracey and Ephraim Church, for \$3,000.

Award of contract confirmed by the Common Council to J. Donnell—Aldermen, October 15th, 1856;

Councilmen, November 17th, 1856;

Approved November 18th, 1856.

Donnell's bid was:—

Estimated Quantities.			
Flagging, 11 cents per square foot, 2500 sq. feet,		\$275	00
Re-flagging, 00	420	000	00
Curb and gutter, 45 cts. per lineal foot, 25 lin. ft.		11	25
Do. re-set, 00	100	000	00
Total.....		\$268	25

Roswell Graves, Surveyor.

Nothing appears to have been done under this contract, and the work was done by the property-holders on the street.

(C, No. 28.)

Regulating and grading Forty-fourth street, from First to Third avenues.

Ordinance for work adopted—Aldermen, May 14, 1856.

“ “ “ Councilmen, May 16, 1856.

“ “ “ Approved May 17, 1856.

Specifications dated July 26, 1856, as follows:

The street is to be regulated in conformity with the grade lines on the profile in the Street Commissioner's office; the sidewalks to be regulated with a sufficient rise from the curb stone, and the carriage-way to be properly shaped, under the direction of the Surveyor. That portion of the street which is above the grade lines, whether earth or rock, to be excavated and removed; the earth to be reserved for top-filling, which shall be at least two feet deep. The rock to be cut two feet below the grade lines, and replaced with earth, without extra charge.

The following is an estimate of the probable amount of work to be done, viz:

30,000	cubic yards of rock to excavate and remove,
10,000	do. earth do. do.
1,000	do. do. do. and fill in.

Contractors will state in their proposals, the prices for the following materials and work: a price per cubic yard for excavating and removing rock; a price per cubic yard for excavating and removing earth; also, a price per cubic yard for excavating and filling in earth.

The amount of security required for the faithful performance of the above will be \$15,000.

The time allowed to complete the above work will be twelve months.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested,



they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary signed by contractors, it is thought well to give express notice, that hereafter

contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively be rejected.

The estimates for the above work will be publicly opened on Wednesday, the 6th day of August, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

The right to decline all the proposals is reserved by the Street Commissioner, if he deem it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the Surveyor and Inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made on the confirmation of the assessment.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
July 26th, 1856. }

John Kinsley, contractor.

Contract dated February 5th, 1857.

Kinsley's sureties are John Pettigrew and James Donnelly, for \$15,000.

Award of contract confirmed by the Common Council—  
Aldermen, August 7th, 1856 ; Councilmen, November 17,  
1856. Approved, November 19th, 1856.

Kinsley's bid was as follows :

Estimated Quantities.

Rock excavation, 56c. per cubic y'd	80,000 y'ds	\$16,800 00
Earth do. nothing do.	10,000 do.	
Do. filling, at 65c. do.	1,000 do.	650 00
Total.....		\$17,450 00

Robert J. Dodge, Surveyor.

Amount of work done, as per certificate on file in the  
Comptroller's office, and returned to Street Department  
since April 18th, 1858 :

1317 yards earth excavation, no price.  
8700 do. rock do. at 56 cents..... \$4,872

Amount paid, as per Comptroller's statement...\$2,922 84  
Paid since..... 156 71  
Do..... 330 85  
Total..... \$3,410 40

The foregoing work is still in progress, but not more  
than one fourth of it is completed.

(C, No. 29.)

Regulating and grading Fourth avenue, from Seventy-  
first to Seventy-ninth street.

Ordinance adopted—Aldermen, August 12th, 1856.

“ “ Councilmen, July 11th, 1856.

“ “ Approved, August 18th, 1856.

Specifications dated Nov. 8th, 1856, as follows:

Such portion of the avenue as the surveyor shall direct is to be brought to the Commissioner's grade line; the portion above the grade to be filled in, where directed, below the grade. The rock to be excavated two feet below the grade.

Stone retaining wall to be built where ordered by the Surveyor, in the manner and of such dimensions as he shall designate.

Stone culvert, two feet by four feet [in the clear, and four feet square in the clear, to be built where ordered by the surveyor.

Contractors will state in their proposals the prices for the following work:—For excavating and filling in earth per cubic yard; for furnishing and filling in earth per cubic yard; for building retaining wall per cubic yard; for building large culvert per running foot; for building small culvert per running foot; for excavating rock per cubic yard.

The estimate of work in which bids will be tested is as follows:

9,500	cubic yards earth to be excavated and filled in.
45,000	" " furnished "
3,500	" retaining wall to be built.
200	running feet large culvert to be built.
500	" small " "
300	cubic yards rock excavation.

The amount of security required for the faithful performance of the above, will be \$25,000.

The time allowed to complete the above work, will be nine months.

The other provisions in the specification are:

Estimators are required to state in their proposals, oath, before a Judge of a Court of Records, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud: and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as

amended Oct. 25, 1849, will be observed and required in all cases. Blank forms of estimate may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform, to the very letter, of the specification on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 18th day of November, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this Department.

The certificate of the inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made as directed by ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
Nov. 8th, 1856. }

John McGrane contractor.

Contract dated January 10th, 1857.

McGrane's sureties were Terrence Farley, and Charles W. Baker, for \$25,000.

Award of contract confirmed by the Common Council to Michael Tracey.

Adopted by Board of Aldermen, December 8th, 1856.

Adopted by Board of Councilmen, December 26, 1856.

Approved December 29, 1856.

McGrane's bid was:

Estimated Quantities.			
Rock excavation, \$1 per yd..	300 cubic yds....		\$300
Earth do. 20c. "	9,500 " ....		1,900
Earth filling.... 35c. "	45,000 " ....		15,750
Retaining wall.. 75c. "	3,500 " ....		2,625
Large culvert... \$3 50 per ft.	200 lineal feet... }		2,450
Small culvert.. \$3 50 " 500	" ... }		
Total.....			\$23,025

Michael Tracey's bid was:

Rock excavation.. 25c. per y'd..	300 cub. yds,	\$75
Earth do. .. 3c. "	.9,500 "	285
Earth filling..... 30c. "	.4,500 "	13,500
Retaining wall... 40c. "	.3,500 "	1,400
Large culvert.... \$3 per foot..	200 lineal feet	600
Small " .... \$2 " ..	600 "	1,000
Total .....		\$16,860

Tracey's sureties were Terrence Farley and Patrick Tracey,

Terrence Farley was a lower bidder, as follows:

Rock excavation..	35c. per yd.	300 cub. yds..	\$105
Earth do.	..01c.	" 9,500 "	95
Earth filling .....	28c.	" 45,000 "	12,600
Retaining wall...	60c.	" 3,500 "	2,100
Large culvert .	\$2 50 per ft.	200 "	500
Small culvert ..	" "	500 lineal feet.	1,250
			<hr/>
			\$16,650

Farley's sureties were John B. Dingeldein and John McGrane.

John T. Dodge, Surveyor.

Amount of work done as per surveyor's certificate on file in Comptroller's office, and returned by Street Department since April 28, 1858: "

325 yards rock excavation, at \$1 per yard....	\$325 00
4,900 " earth " 20c. " ....	980 00
348 feet culvert.....\$3 50 per foot...	1,218 00
39,950 yards earth filled.... 35c. pr. yard .	13,082 50
1,242 " wall..... 75c. " .	931 50
<hr/>	
\$17,437 00	

Amount paid as per Comptroller's statement. \$9,817 02

Paid since..... 1,090 38

" in cash..... 888 50

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\$11,795 90

Mr. Dodge, when called upon to report the condition of



the work, reported, October 13, that the whole amount of filling would be 90,000 yards. Mr. Daniel Ewen made a report January 20, 1858, giving the following estimate of the total quantities of work required under the contract:

6,800	yards	earth	excavation.
70,800	"	filling.	
7,740	yards	retaining	wall.
320	feet	large	culvert.
208	feet	small	"
300	yards	rock	excavation.

The specification, although it gives the estimated quantities of work, does not definitely describe the work to be done, leaving to the surveyor to determine what part of the avenue shall be brought to the grade line.

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(C, No. 30.)

Regulating, grading, and setting curb and gutter.  
Paving and flagging Fifty-fourth street, between Sixth and Seventh avenues.

Ordinance for work adopted

by Board of Councilmen, Sept. 21st, 1855.

" Aldermen, Feb. 28th, 1856.

Approved, March 1st, "

Specifications dated April 4th, 1856, of work to be done, as follows:

The street to be regulated and graded in conformity with the Commissioner's grade, as exhibited on the profiles in the Street Department.

The rock cutting on the line of the street aforesaid, to

be excavated two feet below the intended grade, and all the materials thus excavated to be removed, beyond the limits of the work. This being done, the carriageway and sidewalks must be properly shaped, under the direction of the surveyor in charge, and the surface of the street shaped with sharp clean gravel, to the depth of eighteen inches, for the reception of the pavement. The Surveyor will then give the contractor the necessary lines for setting the curb and gutter stones, which must be set before laying the pavement.

The curb and gutter stones to be of the best hammer-dressed North river or dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout, the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared to form close joints.

The paving stones must be of the best quality, hard and dark color, carefully selected, not less than six inches in depth, nor more than ten inches in any direction; stones of similar size to be placed together.

All the paving stones shall be closely paved, perpendicular on their small ends, and not on their sides or edges in any case whatever; and all sand to be kept off the pavement until the same has been well rammed and inspected; the pavers to keep at least ten feet in advance

of the rammers. After the pavement is inspected, it is to be sanded, and again well rammed, and then covered with two inches of sand.

The pavement must be commenced at both gutters simultaneously, and progress to the centre, on an angle of forty-five degrees, keeping the sides in advance.

All the flagging to be of the best North river stone, even on its upper surface. No stone to measure less than twenty-four inches in width, and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. To be laid in a regular course four feet wide. The contractor will be required to grade the sidewalk even with the tops of the flags and curb, the whole width of the sidewalk. All materials or rubbish whatsoever, (as the aforesaid work progresses,) must be removed from the finished part by the contractor. The said work will be considered as incomplete while any remains.

The following is the estimate of work and materials by which the bids will be tested, viz:

14,000 cubic yards of rock excavation.

2,500 cubic yards of earth excavation.

3,000 square yards of paving.

1,650 running feet of curb and gutter.

3 circular corner stones.

360 square feet of bridge stones.

6,720 square feet of flagging.

2,500 cubic yards of gravel.

Be the same more or less.

The amount of security required for the faithful performance of the above, will be \$12,000.

The time allowed to complete the work will be eight months.

The other provisions in the specification are:

Contractors, in their proposals for this work, will state separately, the price per cubic yard for rock excavation; also, the price per cubic yard for earth excavation; also, the price per cubic yard for furnishing and filling in of gravel; also, the price per square yard for paving; also, the price per running foot for furnishing and setting curb and gutter stones; also, the price for furnishing and setting three circular corners, of the best material; also, the price per square foot for furnishing and laying bridge stones, and the price per square foot for furnishing and laying flag stones.

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded

to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

All the work and materials to be under the superintendence and direction of the surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished satisfactory to them.

A strict compliance with the provisions of all existing ordinances, having reference to contracts for supplies and work for the Corporation, must be observed, and will be required in all cases. Blank forms of estimates may be had at the Street Commissioner's office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 14th day of April, 1856, at half past twelve and a half o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired; and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

Payment to be made on confirmation of the assessment.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department,  
New York, April 4th, 1856.

James Humes, contractor.

Contract dated May 27th, 1856.

The contract was subsequently extended for twelve months from January 27th, 1857.

Humes' sureties are John B. Morrell and James Robinson, for \$12,000.

Award of contract confirmed by Common Council to  
James Humes:

Aldermen, April 14th, 1856.

Councilmen, May 16th, 1856.

Approved, May 17th, 1856.

James Humes' bid was:

Estimated Quantities.			
Rock excavation, 87 cts. a yd.	1,400 cubic yds.	\$2,180	00
Earth " 11 " "	9,500 "	275	00
Paving " 30 " "	3,000 "	900	00
Curb and gutter 40 " a ft.	1,650 lineal feet.	660	00
Circular corners \$2 each, 3 set.....		6	00
Bridge stones, 20 cts. a ft. ....	360 lineal feet.	72	00
Flagging .....11 " "	6,720 sq. feet...	739	20
Gravel.....12 per yard,...	2,500 c. yards..	300	00
Total.....		\$15,132	20

John McLeod Murphy, surveyor, having left the city,  
James C. S. Sinclair has been appointed surveyor on the  
work.

Amount of work done, as per certificate, on file in  
Comptroller's office, and returned to Street Department  
since April 18th, 1858.

3,000 yards earth excavated, 11 cts. a yard...	\$330	00
13,046 " rock " 87 " " ..	11,350	02
Total.....	\$11,680	02

Amount paid, as per Comptroller's statement:

.....	\$5,240	10
Paid June 25th, 1858.....	2,755	91
Total.....	\$8,176	01

This work is now in progress, and will be completed in a few weeks. The ordinance authorizing it was not passed by both Boards of the Common Council in the same year. Further payments have been refused on this ground. The payment referred to as made by my predecessor, was made before the decision in the Ninth avenue case, (deciding that an ordinance passed in different years by the Common Council ) was brought to his notice.

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(C, No. 31.)

Regulating and paving Thirty-ninth street, from First to Second avenues.

Ordinance adopted by Aldermen, September 21, 1853.

“ “ Assistants, October 5, 1853.

“ approved October 6, 1853.

Specifications dated April 5, 1854, as follows:

The street to be brought to the grade line on the profile in the Street Commissioner's office. The sidewalks to be regulated with the proper rise from the curb-grade, and the carriage-way to be properly shaped, under the direction of the surveyor. That portion of the street above the grade to be excavated; the carriage-way in rock cutting to be excavated two feet below the grade line, its place to be supplied with earth filling; boulders of less than one cubic yard not to be taken as rock.

The paving stones must be of the best quality, hard and dark color, carefully selected, not less than six inches in



depth, nor more than ten inches in any direction; stones of a similar size to be placed together.

All the paving stones shall be closely paved, perpendicular on their small ends, and not on their sides or edges, in any case whatever; and all sand to be kept off the pavement until the same has been well rammed and inspected; the pavers to keep at least ten feet in advance of the rammers; after the pavement is inspected, it is to be sanded again, well rammed, and then covered with one inch of sand.

The pavement shall be commenced at both gutters simultaneously, and progress to the centre, on an angle of forty-five degrees, keeping the sides in advance.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner; the curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and be set with a proper inclination; the gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints; contractors will observe that these provisions will be strictly enforced; the work to be commenced immediately.

The contractor to excavate the carriage-way twelve inches below the bottom of the intended pavement, in sections of two hundred feet each at a time, before carting

on the gravel; the gravel then to be brought on, and evenly graded to receive the pavement; contractors will observe that these provisions will be strictly enforced.

Contractors will state in their proposals, a price per cubic yard for blasting and excavating rock; a price per cubic yard for excavating earth; a price per square yard for paving, this price to include the sanding; a price per running foot for furnishing and setting curb and gutter stones; a price per running foot for re-setting curb and gutter stones; also, a price per cubic yard for furnishing fresh clean sharp gravel.

The estimate of work by which the bids will be tested, is as follows:

8,200 cubic yards of rock to be blasted and excavated.

21,000 cubic yards of earth to be excavated.

2,020 square yards of paving.

1,250 running feet of curb and gutter stones to be furnished and set

50 running feet of curb and gutter to be re-set.

700 cubic yards of gravel to be furnished.

The amount of security required for the faithful performance of the above, will be \$5,000.

The time allowed to complete the above work, will be twelve months.

The other provisions of the specifications are:

All the work and materials to be under the direction and superintendence of the surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any

work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished satisfactory to them.

The attention of contractors is particularly called to the following ordinance, &c. Ordinance of August 9, 1849:

§ 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas, or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

§ 3. Any and all persons, other than the Superintendent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleaned off within six days after the same shall be laid; this section shall be so construed as to apply to the removal of all sand, dirt or rubbish, collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof, and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of Pavements shall certify that this section has been fully complied with.

§ 4. Any person or persons, excepting the Superintendent of pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in Section 3 of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each offence; and in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

Estimators are required to state in their estimates, under oath, before a Commissioner of Deeds, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon

its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded; the consent above-mentioned shall be accompanied by the oath in writing, of the persons signing the same.

A strict compliance with the provisions of "Title III, of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

The estimates for the above work, will be publicly opened on Saturday, the 15th day of April, 1854, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the inspector in charge of the work, to

be filed with the Street Commissioner that the work has been completed according to the contract.

Payment to be made on confirmation of the assessment.

JAMES FUREY,  
*Street Commissioner.*

Street Department, New York, }  
April 5th, 1854. }

Edward Dennis, contractor. Contract dated April 22, 1854.

The contract was subsequently extended to October 5, 1856, and to October 5, 1857.

Sureties for Dennis, are Patrick Masterson and John Slattery, for five thousand dollars.

Award of contract not confirmed by the Common Council.

Dennis' bid was:

Rock excavation at 39c. per yard,	..8,200 cub. yds..	\$3,198
Earth " 10c. "	.21,000 "	.. 2,100
Paving, 35c. "	..2,020 "	.. 707
Curb and gutter 48c. per foot...	1,250 lin. feet..	600
Curb reset, nothing,	... 50 "	..
Gravel, "	... 700 cubic yds.	
		<hr/> \$6,605

In the contract, the price for curb and gutter reset, and for gravel, is left out.

R. J. Dodge, Surveyor.

The award of this contract, it will be observed, was never confirmed by the Common Council. About three-quarters of the work is yet to be done. No progress is being made.

The surveyor has been directed to prepare specifications for a new contract to complete the work.

No return of work done has been made, and there have been no payments made on the contract.

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(C, No. 32.)

Regulating and setting curb and gutter in Fifty-second street, between Fourth and Fifth avenues.

Ordinance adopted—Councilmen, May 16th, 1856.

“ “ Aldermen, August 13th, 1856.

“ “ Approved August 15th, 1856.

Specification dated Nov. 8th, 1856, as follows:

The entire width of the street to be regulated and graded in conformity with the Commissioner's grade, as shown upon the profile on file in this office, and the carriage-way and sidewalks properly shaped.

All rocks to be taken off two feet below the grade, and no chips, boulders or stones, over two inches in diameter, to be filled in within eighteen inches of the grade. Boulders of any size will not be allowed for in any case, unless first inspected and passed by the surveyor as of proper size for allowance. The price for excavation must include filling in of the same into such part of the street as directed, and the immediate removal of all surplus or rubbish from the street.

All the flagging to be of the best North river stone, even on its face. To measure not less than two feet wide, nor contain less than eight superficial feet, and in no place less than two inches thick. To be laid with close joints in a

regular course, four feet wide. Flagging to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed.

The curb and gutter to be of the best North river stone, similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick and twenty inches wide; and the gutter stone to be three feet long, six inches thick and fourteen inches wide; all truly squared, so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the surveyor. In re-setting, the joints to be re-squared, and truly jointed and lined.

All work and material to be under the direction of the surveyor and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same; and materials furnished, or work done not satisfactory to either of them, shall be immediately removed, and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspector's giving their certificate of completion.

The contractor to notify the surveyor before commencing the work.

The estimate of work and material for each of which prices are required, and by which the bids will be tested, is as follows:

- 7,900 cubic yards rock excavation;
- 4,100 cubic yards earth excavation;
- 7,500 square feet of flagging;
- 100 square feet of flags to be re-laid;



- 1,900 lineal feet of curb and gutter;
- 25 lineal feet of curb and gutter to be re-set;
- 4 circular corners;
- 140 cubic yards sand or fine gravel.

The amount of security required, for the faithful performance of the above, will be \$10,000.

The time allowed to complete the above work will be four months.

The other provisions of the specifications are:

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence, the names of all persons interested with them, and, if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit, in writing, of two householders or freeholders in the city of New York, taken before a Judge of a Court of Record, to the effect that, if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between

the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind; that former precedents, will not be received as an excuse, and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 18th day of November, 1856, at half-past twelve o'clock P. M., at the office of the Street Commissioner.

The contract will contain a clause, authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by

the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
November 8th, 1856. }

John McGrane, contractor.

Contract dated January 10th, 1857.

McGrane's sureties are John B. Dingledein and Terence Farley, for \$10,000.

Award of contract confirmed by the Common Council to John McGrane—

Councilmen, December 26th, 1856;

Aldermen, December 8th, 1856;

Approved December 29th, 1856.

McGrane's bid was:—

Rock excav'n, at 25 cts. per yd.	7,900 cubic yds.	\$1,975 00
Earth do. 18 " "	4,100 "	738 00
Flagging, at 10 cents per foot,	7,500 square feet,	750 00
Do. re-laid, at 3 " "	100 "	3 00
Curb and gutter, at 42 c. per ft.	1,900 lineal feet,	798 00
Do. re-set, at 6 c. per foot,	25 "	1 50
Circular corners, 4-sets, at \$4 50,.....		18 00
Sand or gravel, at 10 c. per cubic yd.,	140 c. yds.	14 00
		<u>\$4,297 50</u>

Roswell Graves, Surveyor.

This work has been finished, and the assessment list returned to this office. It has been sent to the Assessors from this office.

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(C, No. 33.)

Setting curb and gutter and flagging Seventy-ninth street, from Broadway to Hudson river.

Ordinance adopted—Councilmen July 11, 1856.

Aldermen, Aug. 13, “

Approved, Aug. 16, “

Specifications dated September 5, 1856, as follows:

The street is to be regulated in conformity with the grade lines on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb stone, and the carriage-way to be properly shaped, under the direction of the surveyor. That portion of the street, which is above the grade lines, whether earth or rock, to be excavated and filled in such parts of the street as are below the grade; the earth to be reserved for top-filling, which shall be at least two feet deep. The rock to be cut two feet below the grade lines and replaced with earth, without extra charge. Surplus of excavation over filling to be removed.

The curb and gutter stones to be of the best North river stone, or dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide through-

out; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints. Such curb and gutter stones to be reset, if not satisfactory to the surveyor.

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, or to be less than two inches in thickness and to be pointed square on every side. Such portion of the sidewalks on which the flagging is to be laid shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the Surveyor,) in which four inches deep of clean sharp sand or gravel is to be placed on which the flagging is to be bedded, and not to be covered until examined by the surveyor or inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over to the depth of one inch. The contractor will be required to grade the sidewalks even with the tops of the flags and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance must also be removed by the contractor, before the said work shall be considered as complete.

The following is an estimate of the probable amount of work to be done, viz:

10,000 cubic yards of rock to excavate and fill or remove.

4,000 cubic yards of earth to excavate and fill or remove.

2,100 running feet of curb and gutter stone.

8,500 square feet of flagging.

Excess of excavations over filling, 6,500 cubic yards.

Contractors will state in their proposals the prices for the following work and materials: a price per cubic yard, for excavating rock, and filling the same where required; and a price per cubic yard for excavating and filling earth. These prices to include the removal of all surplus either of rock or earth; a price for curb and gutter stones, per foot; a price for flagging, per foot.

The amount of security required for the faithful performance of the above, will be \$20,000.

The time allowed to complete the above work will be six months.

The other provisions of the specifications are:

Estimators are required to state in their proposals under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies

or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders sworn to before a Judge of a Court of Record, in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 15th day of September, 1856, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made according to the ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT, }  
New York, Sept. 5, 1856. }

John Quinn, contractor. Contract dated December 8, 1856.

Quinn's sureties are Terence McGuire and Charles Devlin, for \$20,000.

Quinn's bid was:



Rock excavation at 70 cents per yard, 10,000 cubic yards .....	\$7,000
Earth excavation at 12 cents per yard, 4,000 cubic yards.....	480
Curb and gutter, at 33 cents per foot, 2,100 lineal feet.....	693
Flagging, at 9 cents per square foot, 8,500 square feet .....	765
Total .....	<u>\$8,938</u>

Award of contract confirmed by Common Council to John Quinn:

Aldermen, Nov 17th, 1856.

Councilmen, Dec. 1st, "

Approved, Dec. 2d, "

John T. Dodge, Surveyor.

The foregoing work has been completed, and the assessment list has been sent from this office to the Assessors within a few days.

The following are the amounts of work, as returned on the assessment list:

8,970 yards rock excavation, at 70 cents.....	\$6,279 00
4,904 " earth " at 12 " .....	588 48
2,315 feet curb and gutter stones, at 33 cents..	763 95
8,785 square feet flagging, at 9 cents.....	790 65
Total.....	<u>\$8,462 08</u>

No payments have been made on this contract.

(C, No. 20.)

Regulating Fifty-ninth street, between Tenth avenue and Bloomingdale road.

Ordinance adopted by Board of Aldermen, Dec. 26, 1851.

" " " Assistants, March 8, 1852.

" Approved March 9, 1852.

Specification dated April 20th, 1852.

Peter Masterson, contractor.

Contract dated June 26th, 1852.

Time allowed for completion of work, eight months from date of the contract.

Award of contract to Peter Masterson confirmed by the Common Council—Aldermen, May 17th, 1852.

Assistant Aldermen, May 24th, 1852.

Approved May 27th, 1852.

Bond not executed by sureties.

No sureties on Masterson's bid, which was as follows:

Estimated Quantities.

Earth excav'n, 5 c. per cub. yd.,	34,700 cubic yards,	\$1,735
Rock do. 48 c. "	13,500 "	6,480
Gravel, 30 c. "	1,900 "	570
		<hr/>
		\$8,785

Edward Ewen, Surveyor.

Amount of work done, as per Surveyor's certificate, on file in Comptroller's office:—

25,828 yards earth excavation, at 5 c. ....	\$1,291 40
13,242 " rock do. 48 c. ....	6,356 16
1,778 " gravel 30 c. ....	533 40
200 feet of dry culverts, no price.	<hr/>
	\$8,180 96

No payments on this contract returned by the Comptroller's statements.

The Surveyor states that the drain to drain the water from the street was necessary, in consequence of the delay in regulating the Tenth avenue.

This work is finished, and the assessment list is in this office; but it has not been sent to the Assessors, by reason of the informality of the ordinance having passed the two Boards of the Common Council in different years.

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(C, No. 21.)

Regulating Fifty-sixth street, from Fourth avenue to the East river.

Ordinance adopted by the Board of Aldermen, June 3, 1851.

“ “ “ Assistants, Sept. 8, 1851.

“ Approved October 9, 1851.

Specifications dated June 4th, 1852.

John Kinsley, contractor.

Contract dated June 26th, 1852.

Time allowed for completion of the work, twelve months from date of the contract. Subsequently extended for twelve months longer.

Kinsley's sureties are Edward Mullaney and Matthew D. Greene, for twenty thousand dollars.

Award of contract confirmed by the Common Council:

Board of Aldermen, June 9th, 1852.

“ Assistants, June 11th, 1852.

Approved June 12th, 1852.

Kinsley's bid was:—

## Estimated Quantities.

Earth excavation, 12 c. per yard, 4,000 cubic yards,	\$ 480
Rock do., 68 c. per yard, 20,000 cubic yds.	13,600
Earth filling, 19 c. per yard, 30,000 do.	5,700
Stone drain, \$1 50 per foot, 200 lineal feet.	300
Total.	\$20,080

G. W. Smith, Surveyor.

Amount of work done, as per Surveyor's certificates, on file in the Comptroller's office:

18,946 yards rock excavation, 68 cents	\$12,883 28
4,286 do. earth do. 12 do.	514 32
2,000 do. earth filled, 19 do.	380 00
261 feet culvert, \$1 50	391 50
Total.	\$14,169 10

Amount paid on this contract, as per Comptroller's statement. \$10,586 48

This work is in slow progress, and is now about half completed.

Contractor has been notified that if this work is not completed in three months, it will be re-advertised.

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(C, No. 22.)

Regulating Fifty-seventh street, between Third and Fifth avenues.

Ordinance adopted by Aldermen, April 10, 1854.

" " Councilmen, March 24, 1854.

Approved April 11, 1854.

Specifications dated June 23, 1854.

The street to be regulated according to the established grade, and all rock to be excavated to the depth of two

fect below the grade, and the space filled in with good clean earth or sand; all materials excavated to be used for filling, and to be allowed for as excavation only; and so much additional filling as may be required, to be furnished by the contractor, and to be of sound clean earth or sand.

Two culverts to be built where directed by the surveyor; the walls to be of stone, well laid up, at least four feet high, twenty-four inches thick at the bottom, and eighteen inches thick at the top, and three feet apart in the clear, and to be well covered with stone.

The following is an estimate of the work required to be done: 5,582 yards of rock to be blasted, removed and filled in; 67,294 cubic yards of filling to be furnished.

Contractors will state in their proposals, separately, the price for blasting and removing rock, per cubic yard; also, the price per cubic yard for furnishing and filling in earth; and the price per foot, running measure, for culverts.

The time allowed to complete the above work, will be one year.

The amount of security required for the faithful performance of the above, will be \$10,000.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the monies to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be de-

ducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

All the work and material to be under the direction of the surveyor, and superintendence of such other person as may be appointed by the Street Commissioner to inspect the same; the work to be commenced immediately; the most strict compliance with this specification will be enforced, as the surveyor will be instructed not to return an account of any materials which may be laid or furnished, not strictly conformable to the preceding specification.

Estimators are required to state in their estimates, under oath, their names and places of residence, the names of all persons interested with them, and if no other person be so interested they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, [chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Inasmuch as great latitude has heretofore been allowed

in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract will be positively rejected.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath, in writing, of the persons signing the same.

The estimates for the above work will be publicly opened on Friday, the 23d day of June, 1854, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Payment to be made on confirmation of the assessment to be laid for that purpose.

The right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY,

*Street Commissioner.*

Street Department, New York, }  
June 13th, 1854. }

John Quinn, contractor.

Contract dated July 29th, 1854.

Time allowed to complete the work, one year from date of the contract.

Quinn's sureties are John Pettigrew and Terrence McGuire for \$10,000.

Award of contract not confirmed by Common Council.

Quinn's bid was:

	Estimated Quantities.	
Rock excavation 75 cts. a yd.,	5,582 cubic yds.	\$4,186 50
Earth filling.... 38 " " "	67,294 " "	25,571 72
Culverts per running foot,	\$1.	

Total..... \$29,758 22

Bidders were required to bid for culverts, but no amount of culverts was given in the specification. An entry is made in the contract, of "retaining wall 12 cents per cubic foot," in different hand writing from the rest of the contract.

No retaining wall was called for in the specification. John O'Neil was a lower bidder, as follows:



## Estimated Quantities.

Rock excavation 68 cts. a yd., 5,582 cubic yds.	\$3,795 76
Earth filling....15 " " 67,294 "	1,094 10
Culverts per running foot, \$2.	

Total..... \$13,889 86

John O'Neill's sureties were John Quinn and Terrence McGuire.

Terrence McCabe was a lower bidder, at.. \$22,470 62

His sureties were John O'Keefe and Terrence McGuire.

John McGrane was a lower bidder, at.... \$24,087 85

His sureties were Stewart Elder and Theodore Martine.

Peter H. Dreyer, surveyor.

Amount of work done, as per certificates of Mr. Dreyer, on file in Comptroller's office:

152,140 yds. earth filled, at 38 cts. per yd....	\$57,775 20
1,000 yds. earth excavation, at 00 cts. per yd.	
12,247 " rock " 75 " "	9,185 25
410 feet culvert..... \$1 .....	410 00
148,800 " wall.....12 cents a ft.	17,856 00

Total..... \$85,226 45

Amount paid on this contract, as per Comptroller's statement..... \$35,970 00

Other payments have been made on this work, but they are so mixed up with the other contracts of Quinn, as to make it impossible at present to charge them to the proper contract.

Mr. Dreyer has returned an assessment list on which the following quantities are returned:

114,050 c. yds. earth filled at 38 cts. a c. yd.	\$48,339 00
1,199 " " excav. 00	000 00
10,126 " rock " 75 " "	7,594 50
310 lineal feet culverts, \$1 per foot.....	310 00
240,265 feet retaining wall, equal } 8,893 cubic yards, included in } above amount of filling, }	000 00
Total.....	<u>\$51,243 50</u>

Mr. Dreyer has been removed, and Mr. Viele appointed to make a return of the work done.

He reports the following quantities as the actual amount of work done:

84,799 cubic yds. of earth filling, 38. cts. a y'd.	\$32,223 62
206,911 " feet retaining wall, equal..... }	
7,663 " yds of earth filling, at 38 c. a y. }	2,911 94
3,741 " " rock excav... 75 " "	2,805 75
1,898 " " earth " ... 00 " "	000 00
310 lineal feet culverts, at \$1 a foot.....	310 00
Total ... ..	<u>\$38,251 31</u>

(C, No. 24.)

Flagging and resetting curb and gutter, in Thirty-fifth street, between Third and Fourth avenues.

Ordinance adopted—Aldermen, June 12th, 1856.

" " Councilmen, May 16th, 1856.

" " Approved, June 14, 1856.

No specifications; work not advertised.

George Mountjoy, contractor.

Contract dated September 15, 1856.

No time designated in the contract for completion of the work.

No bond executed.

The following prices are taken from the contract:

Flagging 13 cents per square foot.

Reflagging 10 " " "

John T. Dodge, Surveyor.

No return of work on this contract is on file, and the Comptroller's statement returns no payments on the contract.

Mr. Mountjoy states that this work was included in a contract with Mr. Humes, and was done by him.

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(C, No. 25.)

Flagging eight feet on south side of Thirteenth street, between Third and Fourth avenues.

Ordinance adopted—Councilmen, March 25, 1855.

" " Aldermen, April 16, 1856.

" approved April 17, 1856.

No specifications; work not advertised.

George Mountjoy, contractor.

Contract dated May 29, 1856.

No bond executed.

The following prices are taken from the contract:

Flagging 13 cents per square foot.

No returns of work on this contract are on file, and the Comptroller's statement returns no payment as made on the contract.

John T. Dodge, Surveyor.

This work has been finished, but Mr. Mountjoy states that it was not done by him. The ordinance authorizing it was passed by both Boards of the Common Council in different years.

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(C, No. 27.)

Regulating Fifty-second street, between Tenth and Eleventh avenues.

Ordinance adopted—Aldermen, May 8, 1856.

“ “ Councilmen, May 12, 1856.

“ approved May 13, 1856.

Specifications dated May 31, 1856.

Conklin Sharp, contractor.

Contract dated July 25, 1856.

Time allowed for completion of the work, six months from date of the contract.

Sharp's sureties are Terence Farley and John McGrane for \$6,000.

Award of contract confirmed by Common Council to Concklin Sharp—

Aldermen, June 12, 1856.

Councilmen, July 14, 1856.

Approved July 19, 1856.

Sharp's bid was:

		Estimated quantities.	
Rock excav'n,	76c. per cub. yd.	7,000 cub. yds..	\$5,320
Earth	“ 1c.	2,500 “ ..	25
			<hr/> \$5,345

John T. Dodge, Surveyor.

The work is finished, and the assessment list has been sent to the assessors.

The following are the amounts of work returned on the assessment list:

Rock excavation, 9,042 cubic yards, at 76c....	\$6,781	92
Earth " 946 "	01c....	9 46
		<hr/>
		\$6,791 38

No payments on this contract returned on Comptroller's statement.

The ordinance of 13th May, 1856, directed this block to be regulated, and the curb and gutter stones set. The contract, however, was made for regulating only.

A contract has lately been made for setting curb and gutter, to complete the work.

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(D, No. 1.)

Regulating, and setting curb and gutter in Fortieth street, between First and Second avenues.

Ordinance adopted—May 14th, 1855.

Specifications, dated September 15th, 1856.

John Kinsley, contractor. Contract dated May 19th, 1857.

Time allowed to complete the work, fifteen months from the date of the contract.

Kinsley's sureties are, James Donnelly and John Peterkin, for twenty thousand dollars.

Award of contract confirmed by the Common Council to John Kinsley, December 31st, 1856.

Kinsley's bid was:

Earth excavation, 9,000 cubic yards, at \$1 per yard.	\$9,000
Rock       "       19,700       "       nothing.	
Gravel       "       700       "       at 50c. per yd..	350
Curb and gutter, 1,300 lineal feet, at 80c. per foot.	1,040
	<hr/>
	\$10,390

Edwin Smith, Surveyor.

The entire width of the street to be brought to the permanent grade line as shown on the profile in this office.

The rock, in all cases, to be cut two feet below the grade, and refilled with earth and gravel.

The carriage-way to be properly formed, and to have a covering of at least one foot of clean sharp gravel.

The sidewalks to be regulated with a sufficient rise from the grade of the curb.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner; the curb stones to be not less than three feet in length, five inches thick, and twenty inches wide through out; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination; the gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints.

All the work and materials to be under the direction and superintendence of the Surveyor, and such other

person as may be appointed by the Street Commissioner to inspect the same ; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished, satisfactory to them.

The surveyor's estimate of the probable amount of work and materials required, and by which bids will be tested, is as follows:

9,000 yards earth excavation.

19,700 yards rock excavation.

700 yards gravel to furnish.

1,800 running feet of curb and gutter.

Estimators will state in their proposals the prices for the above-named work, as follows: Excavating and removing earth, per cubic yard; blasting and removing rock, per cubic yard; furnishing gravel, per cubic yard; for furnishing curb and gutter stones and setting the same, per running foot.

The amount of security required for the faithful performance of the above, will be \$20,000.

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence ; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indi-

rectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provision of "Title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors it is thought well to give express notice that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly



opened on Monday, the 15th day of September, 1856, at half-past 12 o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified and price fixed on in the contract will not be allowed for.

The time allowed to complete the above work will be fifteen months.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of fifty dollars for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

The right to decline all the proposals, is reserved by the Street Commissioner, if deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

Payment to be made on confirmation of the assessment to be laid for that purpose.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
Sept. 5th, 1856. }

Amount of work done, as per surveyor's certificates on file in the Comptroller's office:

3,757 yards earth excavation at \$1.....	\$3,757
920 rock " .....	
	<hr/>
	\$3,757

The amount paid on this contract, as per Comptroller's statement, is.....\$2,806 75

The above work is not in progress. The quantities thus far developed differ so much from the original estimates, as to render it certain that Mr. Kinsley is not the lowest bidder. Payment has, therefore, been refused, on the ground that the contract is illegal. About one-fourth of the work has been done.

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( E, 1 to 8 inclusive.)

On the 16th of August, 1856, an ordinance was passed for regulating the Ninth avenue, from Sixty-fourth to One hundred and twenty-fifth street.

This work was divided into eight sections, which were duly advertised, and the contracts were awarded on the 5th of December, 1856, as follows:

Sections 1, 4 and 6 to Patrick Greene.

Section 2 to John McGrane.

" 3 to John Kinsley.

" 5 to G. C. Harsin.

" 7 to Patrick McCafferty.

" 8 to Oscar Taylor.

A careful estimate has been made of the amount of work to be done, and the value thereof calculated; and it is found that the amount which can be assessed upon the property fronting on the avenue between the limits specified, will not be sufficient to pay for the work.

None of these contracts have been confirmed, although awarded nearly two years since; and in view of the circumstances above-mentioned, I recommend that they be not confirmed.

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( F. No. 19. )

Flagging the south side of Thirtieth street, between the First and Second avenues.

Ordinance adopted—August 11, 1856.

Specifications, dated October 27, 1856.

All the flagging to be of the best North river stone. No stone to measure less than twenty-four inches in width, and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. The contractor will be requested to grade the sidewalk even with the tops of the flag and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance must also be removed by the contractor before the said work shall be considered as complete.

Four inches of gravel to be put under the flagging, and surface to be left clean.

The surveyor's estimate of the amount of work and materials required, and by which bids will be tested, is as follows:

1,700 square feet of new flagging to be laid.

Estimators will state a price for furnishing and laying new flagging, per square foot. This price to include

furnishing gravel and removing earth and rock that may be required by the surveyor.

The amount of security required for the faithful performance of the above will be five hundred dollars.

Estimators are required to state, in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders, sworn to before a Judge of a Court of Record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

The consent above mentioned shall be accompanied by the oath in writing of the persons signing the same, to be

taken before a Judge of a Court of Record, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 27th day October, 1856, at twelve and a half o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The time allowed to complete the above work will be thirty days.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

Payment to be made on confirmation of the assessment to be laid for that purpose.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, {  
17th October, 1856. }

George C. Harsin contractor.

Contract dated November 18, 1856.

Time allowed to complete the work, thirty days from the date of the contract.

Award of contract confirmed by Common Council to George C. Harsin, November 14, 1856.

Harsin's sureties are Oscar Taylor and John McGrane for \$500.

Harsin's bid was:

Flagging 1,700 square feet at 11 cents per	
square foot.....	\$187 00

No payments made on this work.

G. B. Melendy, Surveyor.

(G. No. 1.)

Bowery, grading, from Chatham to Franklin square.

Ordinance adopted—Councilmen, July 11, 1856.

Aldermen, Sept. 10, “

Approved, Sept. 16, “

Specifications dated August 28th, 1856, as follows:

The street is to be brought to the grade line as represented on the profile in the Street Commissioners office. The sidewalks to be regulated with a sufficient rise from the curb grade, and the carriage-way excavated six inches below the curb grade line, and in no case any lower, under the direction of the surveyor. The contractor to excavate the portion above the grade, and fill into the portion below, which shall be allowed for as excavation only.

Estimators will state in their proposals the prices for the following work, viz: For excavating earth, including the taking up of so much of the curb, gutter, pavement, bridge stone and flagging as the surveyor in charge of the work may direct, and placing them on the street where the inspector may direct.

The amount of security required for the faithful performance of the above will be five thousand dollars.

Estimate of work: eight thousand five hundred cubic yards of earth excavation.

The whole work to be completed in thirty days.

The contractor to allow the Croton Aqueduct Department to regulate their pipes as the work progresses.

The other provisions of the specifications are:

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record, in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded. The consent above mentioned shall be accompanied by the oath, in writing, of the persons signing the same, to be taken before a judge of a Court of Record, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III



of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 31st, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by the contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the 8th day of September, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Payment to be made in conformity with the ordinance passed Dec. 30th 1854.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty-five dollars for each and every day the completion of the

work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department,  
New York, August 28, 1856.

Contractor, John Meehan.

Contract dated November 6th, 1856, in form as F.

The price for earth in the contract corresponds with his bid.

Sureties, Terence Farley and William P. Powers, for \$5,000.

Award of contract confirmed to J. Healy by Common Council.

Aldermen, September 11, 1856.

Councilmen, October 17, 1856.

Approved, October 21, 1856.

Meehan's bid was:

Eearth excavation, \$1 20 per cubic yard.....\$10,200

J. Healy was the lowest bidder at 34 cents per cubic yard, \$2,890.

Sureties, Chas. Devlin and Henry Brewer, for \$5,000.

John P. Cumming was a lower bidder, viz:

Earth excavation, 85 cents per cubic yard.....\$7,225

Sureties, John Pollock and William A. Cumming, for  
\$5,000.

Daniel Gallagher was a lower bidder, viz:

Earth excavating, 85 cents per yard.....\$7,225

Sureties, John McGrane and Edward Linnen.

Peter Morris was a lower bidder, viz:

Earth excavation, 50 cents per cubic yard.....\$4,250

Sureties, John McBarron and Patrick McBarron.

J. T. Ludlum, Surveyor.

The following are the quantities of work returned by the surveyor on the assessment list and the prices certified to by Charles Turner, Deputy Street Commissioner:

16,734 cubic yards earth excavation,	\$1 20..	\$20,080 80
1,246       "       "       filling,	50..	623 00
21 feet new culvert,	3 00..	63 00
2 new receiving basins,	87 50..	175 00
2 rebuilt       "	25 00..	50 00
		<hr/>
		\$20,989 80

The Comptroller's statement to this department gives no payments on this contract. An injunction was granted restraining the Corporation from making any payments, or Charles Devlin, the assignee, from receiving any moneys on this contract, on the ground that the contract was made with Meehan, although awarded and confirmed to Healy, a lower bidder. It was also proved that Devlin bought off one or more of the lower bidders

than Meehan, and that Morris who was the next lowest bidder to Healy, was never notified to execute a contract.

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(G. No. 3.)

Flagging Thirty-first street, between Fifth and Madison avenues.

Ordinance adopted by Aldermen, November 17th, 1854.

“ “ Councilmen, May 12th, 1856.

“ approved May 13th, 1856.

Specifications dated May 23d, 1856, as follows :

All the flagging to be of the best North river stone. No stone to measure less than twenty-four inches in width, and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. The Contractor will be required to grade the sidewalk even with the tops of the flags and curb, the whole width of the sidewalk. And all materials or rubbish whatsoever that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance shall also be removed by the contractor, before the said work shall be considered as complete.

Four inches of gravel to be put under the flagging, and the surface to be left clean.

The Surveyor's estimate of the amount of work and materials required, and by which bids will be tested, is as follows :

3,250 square feet of new flagging to be laid.

125 square feet of flagging to be re-laid.

Estimators will state a price for furnishing and laying new flagging per square foot, for re-laying flagging per square foot. This price to include furnishing gravel and removing rubbish.

The amount of security required for the faithful performance of the above will be \$1,500.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

The time allowed to complete the above work will be two months.

The other provisions of the specifications are :

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any differ-

ence between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded. The consent above-mentioned shall be accompanied by the oath in writing, of the persons signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "title III of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work, will be publicly opened on Tuesday, the 3d day of June, 1856, at half-past twelve o'clock P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is

awarded, fail to attend with the sureties, and execute the same within two days after being notified that such contract is ready, he or they will be considered as having abandoned it.

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired; and authorising the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

Payment to be made on confirmation of the assessment to be laid for that purpose.

The right to reject all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, May 23d, 1856.

Contractor, Daniel Reynolds; contract dated October 21, 1856, in form as G, and at the prices of his bid.

Sureties—Michael Corkey and James Rielly, for \$1,500.

Award of contract to D. Reynolds, confirmed by the Common Council—Aldermen, September 5th, 1856; Councilmen, August 5th, 1856; approved September 9th, 1856.

Reynolds was the lowest bidder, as follows:

Flagging, 12½ cents per foot ..... \$406 25  
 Do. relaid, nothing.

Geo. B. Melendy, Surveyor.

The following are the quantities of work returned by the Surveyor, and the prices certified by the Street Commissioner on the assessment list:

1,832 square feet of flagging, at 12½ cents ..... \$229 00

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(G, No. 4.)

Flagging Eighty-fifth street, between Second and Third avenues:

Ordinance adopted—Aldermen, May 12th, 1856.

“ “ Councilmen, “ 16th, “

“ “ Approved, June 9th, “

Specifications dated May 29th, 1856, as follows:

All the work and materials to be required as below; and any materials furnished, or any work not done in conformity to this specification shall be immediately removed, and other work done, or materials furnished satisfactory to its requirements; and all materials and rubbish must be removed immediately after the completion of the work.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with



a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints.

The flagging to be of the best North river stone. No stone to measure less than forty-eight inches in width, and twenty-four inches in length, nor to be less than two inches in thickness in any part, and to be pointed square on every side. The stones to be bedded in four inches of gravel, the upper surface to be left clean. The stones to be laid four feet from the curb, the outer edge two inches, and the inner edge three inches above the level of the curb. The sidewalks to be graded even with the tops of the curb and flagging twelve feet wide.

Estimates of work and materials required:

4,000 square feet of flagging.

100 feet of flagging to be re-laid.

800 running feet of curb and gutter stones.

25 running feet of curb and gutter stones to be re-set.

Contractors will state in their proposals, the prices for the following work and materials:

For furnishing and setting curb and gutter stones, per running foot. This price to include all the work and materials required in section No. 1. For furnishing and laying new flagging per square foot. This price to include all the work and materials required in section No. 2. Also a price for re-laying flagging per square foot; also, a price for re-setting curb and gutter per running foot.

The amount of security required for the faithful performance of the above, will be \$2,500.

The time allowed to complete the above work will be three months.

The other provisions in the specifications are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit in writing of two householders or freeholders, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

The attention of contractors is particularly called to

the following ordinance, &c.—*Ordinance of August 9, 1849.*

§ 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

§ 3. Any and all persons, other than the Superintendent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleared off within six days after the same shall be laid; this section shall be so construed as to apply to the removal of all sand, dirt or rubbish collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof, and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of pavements shall certify that this section has been fully complied with.

§ 4. Any person or persons, excepting the Superintendent of Pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in section 3 of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each of.

fence; and in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly-written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the ninth day of June, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to reject all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation.

Payment to be made according to the ordinance of December 30, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department, New York,  
May 29th, 1856.

Contractor, Thomas Brady.

Contract dated Sept. 22d, 1856, and in form as G, and corresponding with his bid.

Sureties, George Mountjoy and Terrence Farley,<sup>s</sup> for \$2,500.

Brady's was the lowest bid, as follows:

Flagging.....	12 cents per foot.....	\$480 00
Do. relaid, nothing.....		00 00
Curb and gutter 36 cents per foot.....		280 00
Do. re-set, nothing.....		00 00
Total.....		<u>\$760 00</u>

Award of contract confirmed to Thomas Brady by Common Council:

Aldermen, July 10th, 1856.  
Councilmen, " 14th, "  
Approved, " 19th, "

Robert J. Dodge, Surveyor.

The following are the quantities and prices entered on the assessment list:

973 $\frac{6}{12}$	feet of curb, at 36 cents per foot...	\$350 46
3,978	" flagging, 12 " " ...	477 36
300	" culvert, .....	
Total.....		\$827 82

No payments on this contract are returned by the Comptroller's statement.

(G, No. 5.)

Flagging Catherine street, from Oak street to East Broadway.

Ordinance adopted—Aldermen, May 14th, 1856.

" " Councilmen, May 16th, 1856.

Approved May 17th, 1856.

Specifications dated May 31st, 1856, as follows:

The sidewalks to be brought to the full width and proper level where required.

The curb and gutter stones to be of the best North river stone, similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick, and twenty inches wide; and the gutter stone not less than three feet long, fourteen inches wide, and six inches thick; all truly squared, so as to form close and even joints. The curb and gutter to be to be set where directed, and according to the grade

given by the surveyor. In re-setting, the joints to be resquared and closely jointed and lined.

All the flagging to be of the best North river stone, even on its face. To measure not less than two feet wide, nor contain less than eight superficial feet, and in no place less than two inches thick. To be laid in close joints and course and cut so as to fit neatly around all coping, posts, &c.; to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed. All stones cut to carry water, or pipes of any kind, to remain or be replaced as directed.

All work and material to be under the direction of the surveyor, and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same, and materials furnished, or work done not satisfactory to either of them, shall be immediately removed, and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspectors' giving their certificate of completion.

The contractor to notify the surveyor before commencing the work.

Work and material, for each of which prices are required, and by which the bids will be tested, is as follows:

2,700 square feet of flagging.

450 square feet of re-flagging.

400 lineal feet of curb stone.

- 450 lineal feet of gutter stone.
- 100 lineal feet of curb to be re-set.
- 150 lineal feet of gutter to be re-set.
- 10 cubic yards of sand or fine gravel.

The time allowed to complete the above work will be three months.

The amount of security required for the faithful performance of the above will be \$1,500.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein or in the supplies or work to which it relates, or in any portion of the profits thereof.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and work for the Corporation," of the Amended Ordinances, passed May 30, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.



Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications, will be positively rejected.

The estimates for the above work will be publicly opened on Wednesday, the eleventh day of June, 1856, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his surties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded.

The right to reject all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation.

The certificate of the inspector in charge of the work

to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.* \*

STREET DEPARTMENT,  
New York, May 31st, 1856.

George C. Harsin, contractor.

Contract dated September 21st, 1856.

Harsin's sureties are C. C. Ellis and George Mountjoy, for \$1,500.

Award of contract to Geo. C. Harsin confirmed by the Common Council—Aldermen, July 9th, 1856.

Councilmen, September 9th, 1856.

Approved, September 16th, 1856.

Harsin's bid was:

Flagging, 2,700 square feet, at 10 cents per foot	\$270 00
Re-flagging, 450 " " 10 " "	45 00
Curb and gutter stones, 400 lineal feet, at 30 cents	
per foot.....	120 00
Gutter stones, 450 lineal feet, 15 cents.....	67 50
Curb re-set, 100 " " 4 " .....	4 00
Gravel, 10 cubic yards, nothing.....	
Gutter re-set, 150 lineal feet, 4 cents per foot...	6 00
	<hr/>
	\$512 50

Roswell Graves, Surveyor.

The following are the quantities and prices entered on the assessment list:

2,247 feet flagging,	10 cents per foot	.....	\$224 70
941 " re-flagging,	10 " "	.....	94 10
327 " new curb,	30 " "	.....	98 10
513 " new gutter,	15 " "	.....	76 95
54 " curb re-set,	4 " "	.....	2 16
125 " gutter "	4 " "	....	5 00
10 yards gravel, nothing			
208 feet bridge stones re-set, nothing			
44 yards re-paving, nothing			
			<hr/> \$501 01

## (G, No. 7.)

Paving Canal street, from East Broadway to Centre street.

Ordinance adopted—Aldermen, August 14th, 1856.

" " Councilmen, September 2d, 1856.

" " Approved, September 13th, 1856.

Specifications dated September 24th, 1856, as follows:

All the work and material to be under the superintendence and direction of such person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done not satisfactory to him, shall be immediately removed, and other work done and materials furnished satisfactory to him, and according to the specification adopted by the Board of Councilmen, April 2d, 1855, as follows:

*Old Materials, &c.*—All cobble stones, surplus earth and

other materials on the ground to be paved, and belonging to the Corporation, excepting as hereinafter specified, shall belong to the contractor, and be by him taken up and removed as the work progresses. All stones and materials belonging to any railroad company, and necessary to be removed, shall be taken up and removed by such company, as and when it shall be necessary, and the contractor shall request; and in default thereof, said contractor shall take up and remove the same, without disturbing the rails, and at his or their cost and expense.

*New Materials, &c.*—The curb stones shall be of the best North river blue stone, smoothly cut on the front to the full depth; ends truly squared to form close and even joints, and throughout of not less than four feet in length, or five inches in thickness, or twenty inches in width, and shall be well and properly set, with the proper inclination, prior to any paving opposite thereto. All old curb stones of the dimensions aforesaid, if found set as aforesaid, may remain; if not so set, they shall be reset in manner aforesaid in the places where found. The paving shall be of trap blocks, of a durable and uniform quality, each measuring on the face or upper surface not less than four, nor more than seven inches in length, nor less than three, nor more than five inches in width, and in depth not less than seven nor more than eight inches. Blocks measuring seven inches or less in length on the face, shall not be more than one inch shorter at the base than on the face. Blocks measuring four inches or less in width on the face, shall be of the same width at the base as on the face, and no other block shall be less than four inches in width at the base.

*Preparations, &c.*—The stones being removed, so much only of the sub-soil and other matter shall be removed as necessary to allow a bed of clean sharp sand or gravel, at least five inches deep, under the blocks to be laid, with the proper grade and crown, the surface to be leveled, but no holes or inequalities made or found shall be filled, in whole or in part, with any thing except such sand or gravel as aforesaid, and the whole to be rammed to a level and uniform surface. A bed of such sand or gravel as aforesaid then to be placed thereon, at least five inches deep, leveled and rammed in manner aforesaid.

*Laying Blocks, &c.*—The above being done, the blocks should be laid at right angles with the line of the street, from curb to curb, with well-formed gutters, each corner to be of blocks of a uniform width, and so that all longitudinal joints shall be broken by a lap of at least two inches. When thus laid, the blocks shall be thoroughly rammed to a firm, unyielding bedding, with a uniform surface, and to the proper grade and crown, but no rammer shall be applied within twenty-five feet from work progressing or not ready to be rammed. When so rammed, the blocks shall be immediately covered with clean fine sand, in proper quantities, and so from time to time, and raked until all the joints become filled therewith, and the work is made solid and secure.

The contractor shall reset, in a good and workmanlike manner, all the frames for man-holes belonging to the sewers, and frames for stop-cocks belonging to or connected with Croton water or gas, on a level with the new pavement, and diagonally with the curb stones, and so cut the

blocks as to form close and even joints with the frames and curb stones. When new frames are required, he will apply to the Croton Water Board for what may come under their department, and to the gas companies for what may come under their care, and set the same in manner aforesaid; but all expenses attending the obtaining and setting of such frames shall be borne by the contractor.

All materials and labor for the execution and completion of the work above specified, shall be procured, furnished and done by the contractor at his own cost and expense, and his only claim or recompense therefor shall be the price per square yard of the block pavement at which the contract shall be awarded.

The curb stones are to be re-set in a superior manner.  
The gutter to be formed of the same material as the carriage-way, set as directed.

The surveyor's estimate of the probable amount of work and materials required, and by which the bids will be tested, is as follows:

14,000 square yards of paving.

1,000 running feet of new curb stones.

Contractors will state, in their proposals, the prices for the following work and materials, as before described: For paving, per square yard. This price to include all the work mentioned above, and the completion of the work to the satisfaction of the Street Commissioner. Also, a price per running foot for furnishing and setting new curb stones.

The amount of security required for the faithful performance of the above, will be \$50,000.

The time allowed to complete the above work, will be six months. To begin when the street is graded.

Charles G. Waterbury, contractor.

Contract dated January 3d, 1857.

Sureties are John Pettigrew and William B. Reynolds, for \$50,000.

Award of contract to Charles G. Waterbury confirmed by Common Council:

Aldermen, November 12th, 1856.

Councilmen, December 22d, 1856.

Approved, December 29th, 1856.

Waterbury's bid was:—

Paving, at \$1 39.....	\$19,460
Curb stone, at 29 cents per foot.....	290
	<hr/>
	\$19,750

John T. Dodge, Surveyor.

Amount paid on this work:—

Dec. 3, 1857, paid contractor for work done, as per Comptroller's statement.....	\$14,477 33
July 9, 1858, paid balance final estimate.....	12,748 91
" 12, " " J. T. Ludlam, Surveyor....	696 51

*Completed.*—Amount of work done, as taken from Surveyor's certificates, on file in the Comptroller's office.....\$27,226 24

(G, No. 8.)

Regulating Forty-seventh street, from Third to Eighth avenues.

Ordinance adopted—Aldermen, September 22nd, 1851:

“ “ Councilmen, December 29th, 1851.

approved December 30, 1851.

Specifications dated August 5th, 1854, as follows:

The street is to be brought to the new grade line shown on the profile in the Street Commissioner's office. The sidewalks to be regulated with a sufficient rise from the curb stone grade, and the carriage-way to be properly shaped, under the direction of the Surveyor. The contractor to excavate the portion of the street which is above the grade, and fill it into the portion below, which will be allowed for as excavation only. The rock to be excavated two feet below the grade line; no boulders to be allowed as rock. The contractors to furnish and fill in surplus earth.

The curb and gutter stones to be of North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than four feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches



in width; the surface level and even, and the ends and sides squared, to form close joints.

All the flagging to be of the best North river stone ; no stone to measure less than twenty-four inches in width, and four feet in length, or to be less than two inches in thickness, and to be pointed square on every side. The contractor will be required to grade the sidewalk even with the tops of the flags and curb, the whole width of the sidewalk ; and all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor ; and the balance shall also be removed by the contractor, before the said work shall be considered as complete.

Estimate of work and materials required:

50 cubic yards of earth excavation,	
10 do. rock do.	
50,000 do. earth to be furnished and filled,	
8,000 lineal feet of curb and gutter to be set,	
14 sets of circular corners to be set.	

Estimators will state the price for earth excavation, per cubic yard ; for rock excavation, per cubic yard ; for furnishing and filling earth, per cubic yard ; for furnishing and setting curb and gutter, per lineal foot ; for furnishing and setting circular corners, per set.

The time allowed to complete the above work will be twelve months.

The amount of security required for the faithful performance of the above will be \$10,000.

The other clauses of the specification are:

Estimators are required to state in their proposals, under oath before a commissioner of deeds, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference

between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded. The consent above-mentioned shall be accompanied by the oath in writing of the persons signing the same, to be taken before a commissioner of

deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of the security required for the above work.

A strict compliance with the provisions of "Title III of contracts for supplies and work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Wednesday, the 16th day of August, 1854, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

All the work and materials to be under the direction and superintendence of the Surveyor, and such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done not satisfactory to either of them, shall be immediately removed, and other work done and materials furnished satisfactory to them.

The contract will contain a clause making it obligatory on the contractor to pay the Inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

Payment to be made on the confirmation of the assessment to be laid for that purpose. The right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY,  
*Street Commissioner.*

Street Department, New York,  
August 5, 1854.

Joseph Lynch, contractor.

Contract dated August 25th, 1854.

Time allowed for completion of the above work twelve months from the date of contract.

Lynch's sureties are James Gallagher and Terence Koen, for \$10,000.

Award of contract not confirmed by the Common Council.

Lynch's bid was:

Estimated quantities.

Earth excavation, 50 cubic yards at 1c. per yard	\$	50
Rock do. 10 do. at \$3 00 do.		30 00
Earth filling 50,000 do. 16 do.		8,000 00
Curb & gutter 8,100 lineal feet 41 per foot		3,280 00
Circular corners, 14 sets at \$4 00 each...		56 00

Total..... \$11,366 50

Interlineation of "Culverts, nine dollars," made in the contract after execution.

. A contract was made for this work by Francis Cassidy, June 1st, 1853, and work was done by Cassidy until his death; this contract was confirmed by Common Council, February 3d, 1852. Time allowed to complete the work, twelve months from the date of the contract; specifications dated January 20th, 1852 (not found). Sureties, George Grogan and Nathan H. Ballard, for \$5,000.

Cassidy's bid was:

Earth excavation, ....	12 cents per cubic yard;	
Filling earth.....	19 do.	do.
Rock excavation.....	\$1 00.....	do.

Setting curb and gutter 38 cents per running foot ;  
 Circular corners . . . . \$5 00 per set.

J. T. Ludlam, Surveyor.

The following are the quantities and prices returned in the assessment list :

Work done under first contract ; Joseph Lynch, contractor.

Estimated quantities.

3,121 yards earth excavation.....at	12c.	\$	374 52
1,200 do. rock do.....	\$1 00		1,200 00
120 feet culvert.....	2 00 .		240 00
16,369 yards filling.....	19		3,111 11
Total.....		\$4,925 63	

Second contract:

Estimated Quantities.

65 yards earth excavation.....at	1c.	\$	65
198 do rock do.....	\$3 00		594 00
205 feet culverts.....	9 00		1,845 00
64,875 yards filling.....	16		10,380 00
8,363 $\frac{2}{3}$ feet curb and gutter.....	41		3,429 10
182 $\frac{1}{4}$ do. curb ..... 26 }	41		82 59
234 $\frac{3}{4}$ do. curb and gutter.... 15 }			
4 circular corners.....	4 00		16 00
60 $\frac{1}{8}$ feet curb and gutter re-set....	8		4 89
73 do. curb reset..... 5 }	8		6 38
91 $\frac{5}{12}$ do. gutter re-set ..... 3 }			
Total.....		\$16,358 61	

Amount paid, as returned by Comptroller's statement..... \$11,660 05.

(G, No. 10.

Regulating Lexington avenue, from Forty-second to Fiftieth streets.

Ordinance approved July 26, 1856.

The specifications, dated September 17, 1856, are as follows:

The entire width of the avenue to be brought to the permanent grade line as shown on the profile now on file in this office, that portion above the grade to be excavated and filled into the part below, and which will be allowed for as excavation only; all rock blasted to belong to the contractor upon his furnishing an equal quantity of earth for filling; the rock in all cases to be cut two feet below grade, and the cut refilled with earth.

The sidewalks to be regulated with a sufficient rise from the grade of the curb.

The curb and gutter stones to be of the best North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides squared, to form close joints.

Stone culverts, two feet high by one foot wide in the clear, to be built in such parts of the avenue as may be directed by the surveyor, the sidewalks to be not less than

twelve inches thick, and to be covered with proper stone, not less than three feet in length.

The surveyor's estimate of the probable amount of work and materials required, and by which bids will be tested, is as follows:

1,500	cubic yards earth to excavate and fill in.
3,500	" rock to remove.
13,000	" earth to furnish.
500	running feet culvert to build.
3,500	" curb and gutter.

Estimators will state in their proposals the prices for the above-named work, as follows;—Excavating and filling in earth, per cubic yard; blasting and removing rock, per cubic yard; furnishing earth for embankment, per cubic yard; building culvert, per running foot; curb and gutter, per running foot, whether circular or straight.

The contractor will be required to allow the Croton Aqueduct Department to build a sewer on the line of this work, and he will be also required to regulate the avenue in such a manner as the surveyor shall direct, so as not to interfere with the progress of the said sewer, but he will not be expected to delay the work on this account.

The time allowed to complete the above work will be four months.

The amount of security for the faithful performance of the above, will be \$10,000.

The other clauses of the specification are—

All the work and materials to be under the direction and superintendence of the surveyor and such other per-



son as may be appointed by the Street Commissioner to inspect the same; and any materials furnished or any work done, not satisfactory to the inspector, shall be immediately removed, and other work done, and materials furnished, satisfactory to him.

Estimators are required to state in their proposals, under oath, before a judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent, in writing, of two householders or freeholders, sworn to before a judge of a Court of Record, in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that, if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "title III.

of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended Oct. 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Saturday, the 27th day of September, 1856, at half-past twelve o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified and price fixed on in the contract will not be allowed for.

The contract will contain a clause, authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work

shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made under the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York,

September 17, 1856.

George C. Harsin, contractor.

Contract dated December 1st, 1856.

Sureties, John L. Brown and John B. Dingledein for \$10,000.

Award of contract confirmed to George C. Harsin, by Common Council:

Board of Aldermen, October 15, 1856.

Board of Councilmen, November 17, 1856.

Approved November 18, 1856.

Harsin's bid was:

	Estimated quantities.		
Earth excavation, 1,500 cub. yds, at 1½c. pr yd.			\$22 50
Rock do. 3,500 " 3c. "			105 00
Earth filling . . . 13,000 " 1¾c. "			227 50
Culvert . . . . . 500 lineal feet, at 1c. per ft.			5 00
Curb and gutter, 3,500 " \$1 40 "			4,900 00
			<hr/> 5,260 00

Robert T. Dodge, Surveyor.

The following are the quantities and prices as entered on the assessment list:

420 yards earth excavation, at $1\frac{1}{2}$ cents....	6	30
1,850 " rock " " 3 " ....	55	50
13,959 " filling..... $1\frac{3}{4}$ " ....	244	28
41 lineal feet culverts..... 1 " ....	41	
*2,646 $\frac{2}{3}$ " curb & gut'r. \$1 40 .....	5,004	63
*1,110 " do. reset 0 06 .....	66	60
*4 receiving basins..... 15 00 .....	60	00
Order of D. D. Conover.....	\$5,537	72

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(G, No. 11.)

Regulating One hundred and sixteenth street, from the Eighth avenue to Harlem river.

Ordinance Adopted—Aldermen, Sept. 12th, 1853.

" " Councilmen, Aug. 3d, 1853.

" " Approved, Sept. 15th, 1853.

Specifications dated July 7th, 1854, as follows:

The street to be regulated according to the established grade, and all rock to be excavated to the depth of two feet below the grade, and the space filled in with good clean earth or sand; all materials excavated to be used for filling, and to be allowed for as excavation only; and so much additional filling as may be required, to be furnished by the contractor, and to be of sound clean earth or sand.

Estimate of work to be done: 30,540 cubic yards of rock; and 5,760 cubic yards of earth to be removed and filled

in; a deficiency of 40,250 cubic yards of earth filling to be furnished, and 230 lineal feet of culverts, three feet in the clear, to be built where directed by the surveyor.

Estimators will state in their proposals, separately, the price for the following work: For excavating rock, including its deposit in embankment, per cubic yard; for excavating earth, including its deposit in embankment, per cubical yard; for furnishing additional earth, including its deposit in embankment, per cubical yard, and the price per running foot for culverts.

The time allowed to complete the above work will be eighteen months.

The amount of security required for the faithful performance of the above will be \$25,000.

The other clauses of the specification are:

The contract will contain a clause, making it obligatory on the contractor to pay the inspector for all the time he may be employed on the work, after the time stipulated to complete the contract shall have expired, and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed, after the expiration of the time agreed upon.

A strict compliance with the provisions of "Title III of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

All work and materials to be under the direction of the surveyor and inspection of such person as the Street Commissioner shall appoint to inspect the same. The work to be commenced immediately. The most strict compliance with this specification will be enforced, as the surveyor will be instructed not to return an account of any materials which may be laid or furnished not strictly conformable to the preceding specification.

Estimators are required to state in their estimates, under oath, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested in, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder, to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons signing the same.

The estimates for the above work will be publicly opened on Monday, the 17th day of July, 1854, at half past twelve o'clock, P. M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such contract is ready, he or they shall be considered as having abandoned it.

Payment to be made on confirmation of the assessment to be laid for that purpose. The right to decline all the proposals is reserved, if deemed for the interest of the Corporation.

JAMES FUREY,  
*Street Commissioner.*

STREET DEPARTMENT,  
New York, July 7th, 1854.

John Pettigrew, contractor.

Contract dated July 25th, 1854.

Time allowed for completion of work, eighteen months from date of the contract.

Pettigrew's sureties are Jacob Sharp and James Humes, for \$25,000.

Award of contract not confirmed by the Common Council.

Pettigrew's bid was:

Rock excavation, 30,540 cubic yards, at 70 cts.	
per yard.....	\$21,378 00
Earth excavation, 5,760 cubic yards, at 12 cts.	
per yard.....	691 20
Earth filling, 40,250 cubic yards, at 29 cents	
per yard.....	11,672 50
Culverts, 230 lineal feet, at \$1.....	230 00
	<hr/>
	\$33,971 70

Francis Nicholson, Surveyor.

The following are the quantities and prices returned on the assessment list:

30,593 yards rock, 70 cents.....	\$21,415 10
5,164 " earth, 12 cents.....	619 68
34,835 " filling 29 cents.....	10,102 15
363 " feet culverts, \$1.....	363 00
	<hr/>
	\$32,499 93

Paid by Comptroller, thirteen thousand dollars.



(G, No. 12.)

Regulating, setting curb and gutter, and flagging Sixth avenue, from Fifty-fourth to Fifty-ninth street.

Ordinance adopted—Aldermen, Sept. 1, 1856.

Councilmen, Sept. 5, “

Approved, Sept. 15, “

Specifications dated November 17, 1856, as follows:

The entire width of Sixth avenue, from Fifty-fourth to Fifty-ninth street, to be regulated and graded in conformity with the Commissioner's grade as shown upon the profile on file in this office, and the carriage-way and sidewalks properly shaped.

*Excavation*—All rock to be taken off two feet below the grade, and no chips, boulders, or stones over two inches diameter to be filled in within eighteen inches of the grade.

*Embankment*.—In filling of fourteen feet and over, not more than four feet in depth of broken rock is to be filled in until alternated by three feet of earth. In filling less than fourteen feet, all rock is to be dumped within five feet of the sides of the street. Allowance will be made only for excess of filling over total amount of excavation.

Retaining walls to be built where, of such form, batter, and dimensions as directed by the surveyor, the materials to be dry rubble stone; in no case shall any stone contain less than two cubic feet, nor shall there be less than three thorough bands, or two alternate thorough laps in each perch of work.

Dry rubble stone culverts to be built in such manner, of such form and materials and on such parts of the work as shall be directed by the surveyor.

All the flagging to be of the best North river stone, even on its face. To measure not less than two feet wide, nor contain less than eight superficial feet, and in no place less than two inches thick; to be laid with close joints in a regular course, four feet wide; flagging to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed.

The curb and gutter to be of the best North river stone; similar to patterns in the Street Commissioner's office; the curb stone to be not less than three feet long, five inches thick, and twenty inches wide; and the gutter stone to be three feet long, six inches thick, and fourteen inches wide, all truly squared so as to form close and even joints; the curb and gutter to be set where directed, and according to the grade given by the surveyor.

All work and material to be under the direction of the Surveyor and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same, and materials furnished, or work done not satisfactory to either of them, shall be immediately removed and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the surveyor and inspector's giving their certificate of completion.

The contractor to notify the surveyor before commencing the work.

The estimate of work and material for each of which prices are required, and by which the bids will be tested, is as follows:

- 6,600 cubic yards rock excavation;
- 45,000 do. of embankment;
- 6,500 do. dry retaining wall;
- 3,500 cubic feet of culvert masonry (laid dry.)
- 9,400 square feet of flagging;
- 2,500 lineal feet of curb and gutter;
- 20 circular corners;
- 140 cubic yards of sand or fine gravel.

The time allowed to complete the above work will be four months.

Security required, \$10,000.

The other provisions of the specifications are:

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence, the names of all persons interested with them, and, if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit, in writing, of two householders or freeholders in the city of

New York, taken before a Judge of a Court of Record, to the effect that, if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III, of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Thursday, the 27th day of November, 1856, at twelve and a half o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street

Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person, who has previously violated any contract made with this department.

The certificate of the surveyor and inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
November 7th, 1856. }

Contract made with Terence Farley, April 6, 1857,  
with Michael Tracy and Patrick Tracy, for sureties.

Award of contract confirmed to Mr. Tracy by the  
Common Council—

Aldermen, December 8th, 1856;

Councilmen, December 26th, 1856;

Approved December 29th, 1856.

Farley's bid was:

Rock excavation, 6,600 cubic yards, at 70 c. p. yd.	\$4,620
Embankment, 45,000 " " 14 "	6,300
Dry retaining wall, 6,500 " " 40 "	2,600
Culvert, 3,500 cubic feet, at 25 cents per foot..	875

Carried forward.....\$14,395

Brought forward.....	\$14,395
Flagging, 9,400 square feet, at 10    "	..    940
Curb and gutter, 2,500 lineal feet, at 45   "	..   1,125
Circular corners, 20 sets, at \$3 each.....	60
Sand, 140 cubic yards at 30 cents.....	42
	<hr/>
	\$16,562

In the contract the price for culverts is entered per running foot, and not per cubic foot, as in the specifications.

Mr. Tracy was the lowest bidder, as follows:

Rock excavation, 6,600 cubic yards, 60 c.....	\$3,960
Embankment, 45,000       "       12½ c.....	5,625
Dry retaining wall, 6,500       "       30 c.....	1,950
Culvert, 3,500 cubic feet, 25 c.....	875
Flagging, 9,400 square feet, 5 c.....	470
Curb and gutter, 2,500 lineal feet, 5 c.....	125
Circular corners, 20 sets, at \$1.....	20
Sand, 140 cubic yards, 10 c.....	14
	<hr/>
	\$13,039

M. Tracy's sureties are Terence Farley and Patrick Tracy.

Amount paid on this work:

Paid contractor for work done as per Comptroller's statement:

1857, June 9, Paid, bond and cash..	\$2,983 68
1858, July 10, do.       do.       ..	983 36
"   Aug. 6, do.       do.       ..	826 23
"   Sept. 9, do.       do.       ..	957 32
"   Oct. 20, do.       do.       ..	3,877 03
"   Nov. 9, do.       do.       ..	1,573 94
"   Dec. 9, do.       do.       ..	5,375 72
	<hr/>
	\$16,577 28

Amount of work done, as taken from the Surveyor's certificates, on file in the Comptroller's office.....\$20,036 59

J. Martine was a lower bidder, at \$14,767.

His sureties are Charles Devlin and John B. B. Dingledein.

Patrick Green was a lower bidder, at \$13,883 80.

His sureties are John W. Mitchell and Clarence G. Mitchell.

Oscar Taylor, was a lower bidder, at \$15,841 30.

His sureties are Chas. Devlin and John B. Dingledein.

The following are the quantities and prices entered on the assistment list:

6,637 yards rock excavation, at 70 c. per yard.	\$4,645 90
44,990 " filling in excess, 14 c. "	.. 6,298 60
6,628 " wall, 40 c. "	.. 2,651 20
3,516 feet culvert, 25 c. "	.. 879 00
9,313.4 " flagging, 10 c. "	.. 931 30
2,488.2 " curb and gutter, 45 c. "	.. 1,119 60
20 circular cormers, \$3.....	60 00
141 yards sand, 30 c.....	42 30
	<u>\$16,627 90</u>

Roswell Graves, Surveyor.

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(G, No. 13.)

Flagging north side of Thirty-second street, from Third to Fifth avenue.

Ordinance adopted—Councilmen, July 17, 1855.

“ Aldermen, October 18, 1855.

“ approved by Mayor, October 20th, 1855.

Specifications dated April 7th, 1856, as follows:

All the flagging to be of the best North river stone, even on its upper surface. No stone to measure less than twenty-four inches in width, and four feet in length, and two inches in thickness, and pointed square on every side; to be laid in courses. The flagging to be carefully bedded in clean sharp gravel, four inches in depth, and to be covered with gravel one inch in depth.

All the work and materials to be under the superintendence and direction of the surveyor, or such other person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done, not satisfactory to either of them, shall be immediately removed, and other work done, and materials furnished satisfactory to them.

The contractor to notify the surveyor before commencing the work; and any work done without the written directions of said surveyor, will not be returned in the assessment list.

Estimate of work and materials required :—

8,500 square feet of new flagging.

1,500 “ “ to be relaid.

Contractors will state in their proposals, the prices for the following work and materials:—For furnishing and laying new flagging, per square foot; for relaying flagging—per square foot. The price per square foot for flagging to include the regulating of the sidewalk to receive the



same, the necessary gravel and the removal of all rubbish from the street.

The time allowed to complete the above work will be sixty days.

Amount of security required, \$800.

The other provisions in the specification are:

Estimators are required to state in their proposals, under oath, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded; the consent above mentioned shall be accompanied by the oath in writing of the persons

signing the same, to be taken before a Commissioner of Deeds, that each is a householder or freeholder in the city of New York, and is worth double the amount of security required for the above work.

The attention of contractors is particularly called to the following ordinance, &c.—*Ordinance of August 9th, 1849:*

§ 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas, or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

§ 3. Any and all persons, other than the Superintendent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleaned off within six days after the same shall be laid; this section shall be so construed as to apply to the removal of all sand, dirt or rubbish, collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof, and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of Pavements shall certify that this section has been fully complied with.

§ 4. Any person or persons, excepting the Superintendent of pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in Section 3 of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each offence; and in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

A strict compliance with the provisions of "Title III. of contracts for supplies and work for the Corporation," of the Amended Ordinances, passed May 30, 1849, and also as amended October 25, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that, hereafter, contractors will be required to conform to the very letter of the specification on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Thursday, the 17th day of April, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause, making it obliga-

tory on the contractor to pay the inspector for all the time he may be employed on the work after the time stipulated to complete the contract shall have expired; and authorizing the Street Commissioner to deduct such amount from the moneys to be paid him; also, an agreement, on the part of the contractor, that a penalty of ten dollars may be deducted for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

Payment to be made on confirmation of the assessment.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT, New York, }  
April 7th, 1856. }

Thomas Gerrity, contractor.

Contract dated June 27th, 1856.

Time allowed for completion of the work, sixty days from date of the contract.

In this case the ordinance was only for the north side of Thirty-second street, but the contract was made for both sides of the street.

Gerrity's sureties are Thomas McConnell and John Donoho for eight hundred dollars.

Award of Contract confirmed by the Common Council to T. Gerrity—Aldermen, April 24, 1856.

Councilmen, May 16, 1856.

Approved, May 20, 1856.

Gerrity's bid was:

Flagging	8,500 square feet, at $10\frac{1}{2}$ c. per foot.	\$892 50
" relaid	1,500 " " " $1\frac{1}{2}$ " " "	22 50
		<hr/> \$915 00

E. Boyle, Surveyor.

The following quantities and prices are returned on the assessment list.

5,068 square feet flagging  $10\frac{1}{2}$  cts. . . . . \$352 14

No payments returned by Comptroller's statement.

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(G, No. 14.)

Filling sunken lots, Seventy-ninth and Eightieth streets, between Second and Third avenues.

Ordinance adopted—Councilmen, June 6, 1856.

" " Aldermen, July 8, 1856.

" approved July 22, 1856.

Specifications dated September 2, 1856, as follows:

The filling to be of good and wholesome earth.

Estimate—6,000 cubic yards of filling.

Estimators will state in their proposals the price per cubic yard for which they will furnish and fill in the earth required.

The time allowed to complete the above work will be two months.

Amount of security required, \$3,000.

Oscar Taylor, contractor.

Contract dated November 25, 1856, in form as I, and at the prices of his bid.

Sureties—G. C. Harsin and George Mountjoy, for \$3,000.

Award of contract to Oscar Taylor.

Confirmed by Common Council.

Aldermen, September 15, 1856.

Councilmen, November 21, 1856.

Approved November 22, 1856.

Taylor's bid was—

Filling 6000 cubic yards, at 27 cents per yd.. \$1,620 00

C. K. Graham, Surveyor.

The following are the quantities returned by the Surveyor, and prices certified by the Street Commissioner, on the assessment list:

2,503 yards of filling, at 27 cents....	\$756 81
196 feet of culverts, at \$2 .....	392 00
Total.....	\$1,148 81

The culverts were not called for in the specification and were not contained in the contract.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a Judge of a Court of Record in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may

be obliged to pay to the next highest bidder to whom the contract may be awarded.

Contractors to notify the Surveyor before commencing work.

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested they must distinctly state that fact; also, that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

A strict compliance with the provisions of "Title III. of Contract for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

The estimates for the above work will be publicly opened on Friday, the 12th day of September, 1856, at half-past 12 o'clock, P.M., at the office of the Street Commissioner.

Should the person or persons to whom the contract is awarded, fail to attend with the securities, and execute the same within two days after being notified that such

contract is ready, he or they shall be considered as having abandoned it.

Work or materials not specified, and price fixed on in the contract, will not be allowed for.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind, that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

Payment to be made in conformity with ordinance.

JOSEPH S. TAYLOR,

*Street Commissioner.*

STREET DEPARTMENT,

New York, September 2, 1856.



(G, No. 15.)

Paving Third avenue, from Forty-fourth to Fifty-sixth street.

Ordinance adopted — Aldermen, April 15, 1856.

Councilmen, May 9, 1856.

Approved, May 10, 1856.

Specifications dated May 23d, 1856, as follows:

All the work and materials to be under the superintendence and direction of such person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done not satisfactory to him, shall be immediately removed, and other work done and materials furnished satisfactory to him.

The stone blocks are to be of the quality and description of the pavement in the Bowery, between Walker and Bayard streets.

No stone to be less than five nor more than seven inches square on the upper and lower surfaces, which are to be equal, and each stone to be eight inches in depth.

The curb stones are to be re-set in a superior manner; the carriage-way to be properly shaped one foot below the under side of the intended pavement; clean sharp gravel is then to be brought on, and evenly spread in sufficient quantity, upon which the blocks of stone are to be paved in a proper manner, and thoroughly rammed; one inch of sand to be spread over the surface of the stones.

The gutter to be formed of the same material as the carriage-way, set as directed.

All old stones to belong to the contractor, and to be removed by him, together with all rubbish.

The contractor only to pave outside the rail-tracks, and but one side of the carriage-way to be in progress of execution at one time, and in such lengths as may be directed by the Street Commissioner.

The surveyor's estimate of the probable amount of work and materials required, and by which the bids will be tested, is as follows:

20,000 square yards of paving.

Contractors will state, in their proposals, the prices for the following work and materials, as before described:—For paving, per square yard. This price to include all the work mentioned above, and the completion of the work to the satisfaction of the Street Commissioner.

The time allowed to complete the above work will be six months.

Amount of security required is \$25,000.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a Commissioner of Deeds, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair, and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein,

or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders in the city of New York, to the effect, that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

The attention of contractors is particularly called to following ordinance, &c. *Ordinance of August 9, 1849:*

Section 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas, or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

Sec: 3. Any and all persons, other than the Superintendent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleared off within six days after

the same shall be laid. This section shall be so construed as to apply to the removal of all sand, dirt or rubbish collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof; and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of Pavements shall certify that this section has been fully complied with.

Sec. 4. Any person or persons, excepting the Superintendent of Pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in section three of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each offence; and, in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

A strict compliance with the provisions of "title III. of contracts for supplies and work for the Corporation," of the amended ordinances, passed May 30th, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may under-

take. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse ; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Tuesday, the 3d day of June, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The right to reject all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation.

The certificate of the inspector in charge of the work, to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York,

May 23d, 1856.

Patrick Foley, contractor.

Contract dated June 25th, 1856, in form as D, and at the price of his bid.

Sureties—Charles G. Waterbury and Thomas Hyatt, for \$25,000.

Award of contract confirmed by the Common Council to P. Foley:

Aldermen, June 6, 1856.

Councilmen, June 10, 1856.

Approved June 14th, 1856.

Foley was the lowest bidder, as follows:

Paving 20,000 sq. yards, at \$1 70 per yard.....\$34,000

Roswell Graves, Surveyor.

The following are the quantities returned by the Surveyor, and the prices, certified by Daniel D. Conover, Street Commissioner, on the assessment list:

51 yards rock, \$1,.....	\$ 51 00
16,095 do. paving, \$1 70,.....	27,361 50

Total.....	\$27,412 50
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Amount paid, as per Comptroller's statement, \$17,155 90

The assessment list was confirmed by the Common Council—Aldermen, Nov. 15, 1856.

Councilmen, Oct. 15, 1858.

Approved November 26th, 1856.

A final settlement was made with the contractor, December 15, 1858, as follows:

Cash paid.....	\$ 8,451 45
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Interest charged contractor on 70 per cent.

advances.....	1,489 15
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Excess of inspection charged contractor....	316 00
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	\$10,256 60
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70 per cent. advances.....	17,155 90
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	\$27,412 50
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The rock excavation, certified by D. D. Conover as extra work, being allowed.

(G, No. 16.)

Regulating Fifty-first street, from Third to Sixth avenue, and setting curb and gutter, and flagging sidewalks four feet wide.

Ordinance adopted—Assistent Aldermen, May 8, 1851.

“ “ Aldermen,.....Feb. 6, 1852.

“ “ Approved,..... “ 7, “

Specifications dated June 8, 1853, as follows:

The street to be brought to the new grade line on the profile in the Street Commissioner's office, drawn by the Commissioners of Grades, and dated June 20, 1851.

The contractor to excavate all that portion or part of the street shown by that profile above the Commissioners' grade, and fill the earth only in that part shown below the said grade; and which is only to be allowed for as excavation. All rock must be excavated two feet below said grade, and removed from said street immediately. No rock to be filled or deposited in any part of the street.

The curb and gutter stones to be of North river stone, or of dark blue Connecticut stone, and similar to the patterns to be seen at the office of the Street Commissioner. The curb stones to be not less than three feet in length, five inches thick, and twenty inches wide throughout; the ends to be truly squared, so as to form close and even joints, and the front cut smooth to the full depth, to join closely with the gutter, and to be set with a proper inclination. The gutter stones to be not less than three feet in length, six inches thick, and fourteen inches in width; the surface level and even, and the ends and sides

squared, to form close joints. Such curb and gutter stone to be re-set, if not satisfactory to the surveyor.

All the flagging to be of the best North river stone. No stone to measure less than four feet in width, and twenty-four inches in length, or to be less than two inches in thickness, and to be pointed square on every side. Such portions of the sidewalks, on which the flagging is to be laid, shall be leveled to a grade of six inches below the top of where the flags are intended to be, (which height will be given by the surveyor,) in which four inches deep of clean sharp sand or gravel is to be placed, on which the flagging is to be bedded, and not to be covered until examined by the surveyor or inspector, which covering shall consist of clean, sharp gravel, free from pebbles, spread evenly over to the depth of one inch. The contractor will be required to grade the sidewalks even with the tops of the flags, and curb the whole width of the sidewalk. And all materials or rubbish whatsoever, that shall remain on the street as the aforesaid work progresses, shall be removed from the finished part by the contractor, and the balance shall also be removed by the contractor before the said work shall be considered complete.

Estimators will state in their proposals, the prices for excavating earth, per cubic yard, including its filling in the low parts of the street; the price for blasting rock per cubic yard, including its immediate removal from the street; the price for curb and gutter, per running foot; the price for furnishing and laying flagging per square foot; the price for furnishing bridge stone per square foot, which must be of the best North river stone, seven



inches thick at the sides and ends, which must be square with the surface the whole depth of the stone, to be two feet wide, four long, and smooth on the upper surface.

The surveyor's estimate of the probable amount of work and materials required is as follows, viz: all to be considered more or less.

16,588 cubic yards of rock to be blasted and removed.

8,628 " " earth, excavated.

5,960 running feet of curb, }

6,050 " " gutter. }

11,840 square feet of flagging.

The time allowed to complete the above work will be twelve months.

Amount of security required, \$5,000.

John Pettigrew, contractor.

Contract dated July 13th, 1853, in form as C.

Surety, Thomas Miller, for \$5,000. The other surety on bid, Robert Pettigrew, did not execute the bond.

Pettigrew was the lowest bidder, as follows:

Rock excav.,	16,588 cub. yds.,	40 cts. a yd.	\$6,635 20
Earth	" 8,628 " "	5 " "	431 40
Curb.....	5,960 lineal feet,	30 " a foot,	1,788 00
Gutter.....	6,050 " " "	18 " "	1,089 00
Flagging....	11,840 " " "	12½ sq. "	1,480 00
Total.....			\$11,423 60

The award of contract, without naming the bidder, was confirmed by Common Council:

Aldermen,.....July 18, 1853.

Assistant Aldermen, Aug. 4, "

Approved,....." 5, "

Original papers not on file in office of Clerk of Common Council.

The item of "Filling,  $42\frac{1}{2}$  cents per cubic yard," which was not bid for, or called for by the specifications, is inserted in the contract; in other respects the prices in the contract correspond with Pettigrew's bid.

E. P. Vidal, Surveyor.

The following are the quantities of work and prices returned on the assessment list, as stated in the report of D. D. Conover, Street Commissioner, on this case, March 2d, 1858.

The assessment list cannot now be found—it is said to have been returned to the Surveyor for revision.

8,200 yards earth excav'n., at 5 cts. a yard,	\$410 00
36,247 " rock " 40 " "	14,498 80
14,370 " filling..... $42\frac{1}{2}$ " "	6,107 25
5,249 lineal ft. curb and gutter 48 " a l. foot,	2,519 52
19,865 sup. feet of flagging... $12\frac{1}{2}$ " a s. "	2,420 63
Total.....	\$25,956 20

No payments are returned on the Comptroller's statement.

The work was finished in the latter part of 1857.

The quantities of rock and filling returned on the assessment list, are much greater than the actual quantities. Mr. Conover, in the report above referred to, gives the following as the result of a survey made on the completion of the work, at the close of the year 1857:

Rock cutting,.... 21,620.

Earth excavation, 8,200.

Earth filled,..... 4,102.

Flagging laid,... 19,365.

Curb and gutter,. 5,249.

But no such certificate has been found on file in this office, or in the office of the Comptroller. The difference between the amounts, as per the survey referred to above, and those returned on the assessment list will be:

Rock cutting, 14,627 yards,..... \$5,850 89

Earth filling, 10,268 " .... 4,343 90

In addition to the above frauds, the ordinance was not passed in the same year by the two Boards of the Common Council, and is, therefore, invalid.

The specification provides, that "no rock is to be filled or deposited on any part of the street." A large part of the filling is rock.

A considerable amount of extra earth filling was required—but it was not in any way referred to in the specification. Either, therefore, the contractor was bound to furnish the filling without charge, under the general provision of the specification, that the street was to be brought to the grade, or the contract was void by the principle decided in the case of James B. Brady, on Eighty-third street, from Third avenue to Avenue A., before referred to.

Also, if the insertion of the price for filling was made in the contract originally—the contract would be void for that reason.

(G, No. 17.)

Regulating and paving the square foot of Jackson street.

Ordinance adopted—Aldermen, August 11th, 1856.

“ “ Councilmen, August 11th, 1856.

“ “ Approved August 13th, 1856.

Specifications dated October 28th, 1856, as follows:

The street to be properly formed by a bed of clean fine gravel, not less than one foot deep, and brought to such grade as may be directed by the surveyor in charge.

The paving stones to be of the best quality, carefully selected, not less than six, nor more than ten inches, longest diameter; nor less than four, nor more than six inches, shortest diameter. Stones of similar size to be placed together; to be closely paved, placed perpendicularly on the smaller ends, and not laid on the sides or edges, and not covered with sand until they have been well rammed and passed satisfactory inspection. After inspection to be sanded and well rammed and then covered with two inches of sand. The full width of the street to be paved simultaneously, keeping the sides in advance.

Bridge stones to be of the best North river stone, seven inches thick in the narrowest place, the sides and ends square with the surface, and well jointed. To be two feet wide and four feet long, similar to patterns in the Street Commissioner's office. To be set where directed and according to the grade given by the Surveyor.

The curb and gutter stones to be of the best North river stone similar to patterns in the Street Commissioner's office.

The curb stone to be not less than three feet long, five inches thick and twenty inches wide; and the gutter stone to be three feet long, fourteen inches wide and six inches thick; all truly squared, so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the Surveyor. In re-setting the joints to be re-squared and closely jointed and lined.

The backing piece to be of the best white pine timber, twelve inches square, to have scuppers cut on the under side where directed; to be bolted down into the ranging timbers at a distance of not more than fifteen feet apart, with new iron bolts one inch square, not less than twenty-seven inches long.

All work and material to be under the direction of the Surveyor, and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same; and materials furnished, or work done, not satisfactory to either of them, shall be immediately removed, and satisfactorily replaced and performed. All materials and rubbish to be removed off the street previous to the Surveyor and Inspector giving their certificate of completion.

The contractor to notify the Surveyor before commencing the work.

All work and material for each of which prices are required and by which the bids will be tested, are as follows:

2,220 square yards of paving.

280       "       "       of re-paving.

760 square feet of new bridge stone.

950       "       "       of bridge stone to be re-laid.

510 lineal feet of new curb and gutter.

20 " " curb and gutter to be re-set.

300 cubic yards of filling.

1,000 " of fine gravel.

4 circular corners.

3 pieces of white pine timber, twelve inches by twelve inches by thirty feet two inches long each, for backing piece.

The time allowed to complete the above work will be four months.

The amount of security required for the faithful performance of the above will be \$10,000.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a judge of a court of record, their names and places of residence, the names of all persons interested with them, and if no other person be so interested, they must distinctly state that fact. Also, that it is made without any connection with any other person making an estimate for the same purpose, and that it is in all respects fair and without collusion or fraud; and also that no member of the Common Council, head of a department, chief of a bureau, deputy thereof, or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the consent in writing of two householders or freeholders, sworn to before a judge of a court of record, in the city of New York, to the effect, that if the contract be awarded to the per-

son making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III. of Contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849, and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly written stipulations to the contrary, signed by contractors, it is thought well to give express notice that hereafter, contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents, will not be received as an excuse, and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Saturday, the 8th day of November, 1856, at half-past twelve o'clock P. M., at the office of the Street Commissioner.

The contract will contain a clause, authorizing the Street Commissioner to deduct a penalty of twenty dol-

lars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the Street Commissioner, if he deems it for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the Surveyor and Inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30, 1854.

JOSEPH S. TAYLOR,  
*Street Commissioner.*

Street Department,  
New York, October 28th, 1856.

John Pettigrew, contractor.

Contract dated December 3d, 1856.

Time allowed to complete the work, four months, from date of contract.

Pettigrew's sureties are Thomas K. Downing and Wm. B. Reynolds, for \$10,000.

Pettigrew's bid was:

Paving, 2,220 square yards, 25 cents per yard..	\$555 00
Repaving, 280 " " 10 " " ..	28 00
New bridge stones, 760 square feet, 20 cts. per ft.	152 00
Bridge stones re-laid, 950 " " 3 " "	28 50



Curb and gutter, 510 lineal feet, 38 cts. per ft.	\$193 80
Do. re-set, 20 " 3 " "	60
Filling, 300 cubic yards, 1 cent per yard.....	3 00
Gravel, 1000 " 6 cents " .....	60 00
Circular corners, 4 sets, \$3 50.....	14 00
Three pieces of white pine timber, \$8 .....	24 00
	<hr/>
	\$1,058 90

Award of contract to John Pettigrew confirmed by the  
Common Council.

Board of Aldermen, November 10, 1856.

Board of Councilmen, November 12, 1856.

Approved, November 14, 1856.

Roswell Graves, Surveyor.

The following are the quantities and prices returned on  
the assessment list:

820 yards filling, 1 cent. ....	\$8 20
534 feet curb and gutter, 38 cents.....	202 92
20 " curb re-set, 3 " .....	60
1,945 " bridge stones, 20 " .....	389 00
2,050 square yards paving, 25 " .....	512 50
280 " " re-paving, 10 " .....	28 00
3 pieces timber, \$8.....	24 00
4 circular corners, \$3 50.....	14 00
	<hr/>
Settled.	\$1,179 22

(G, No. 19.)

Regulating and paving Seventh avenue, from Fifty-first to Fifty-ninth streets.

Ordinance adopted by Board of Aldermen, Aug. 13, 1856;

Do. do. do. Councilmen, July 11, 1856;

Do. approved August 16th, 1856.

Specifications dated November 21st, 1856, as follows:

The street to be properly formed by a bed of clean gravel not less than one foot deep, and brought to such grade as may be directed by the Surveyor.

The paving stones to be of the best quality, carefully selected, not less than six nor more than ten inches, longest diameter; nor less than four nor more than six inches, shortest diameter. Stones of similar size to be placed together. To be closely paved; stones placed perpendicularly on the smaller ends, and not laid on the sides or edges; and not covered with sand, until they have passed satisfactory inspection. After inspection, to be sanded and well rammed, and then covered with two inches of sand. The full width of the street to be paved simultaneously.

The sidewalks to be brought to the full width and proper level, where required.

All the flagging to be of the best North river stone, even on its face; to measure not less than two feet wide, nor to contain less than eight superficial feet, and in no place less than two inches thick; to be laid with close joints in a regular course four feet wide. Flagging to be bedded in six inches of sand or fine gravel, graveled after laying, and brought to an even surface at such grade as directed.

The curb and gutter to be of the best North river stone, similar to patterns in the Street Commissioner's office. The curb stone to be not less than three feet long, five inches thick, and twenty inches wide ; and the gutter stone to be three feet long, six inches thick, and fourteen inches wide, all truly squared, so as to form close and even joints. The curb and gutter to be set where directed, and according to the grade given by the Surveyor. In re-setting, the joints to be re-squared and closely jointed and lined.

Bridge stones to be of the best North river stone, seven inches thick in the narrowest place; the sides and ends square with the surface and well jointed ; to be two feet wide and four feet long, similar to patterns in the Street Commissioner's office; to be set where directed, and according to the grade given by the Surveyor.

All work and material to be under the direction of the Surveyor, and the superintendence of such other person as may be appointed by the Street Commissioner to inspect the same ; and materials furnished, or work done, not satisfactory to either of them, shall be immediately removed and satisfactorily replaced and performed. All materials and rubbish to be removed off the street, previous to the Surveyor and Inspector's giving their certificate of completion.

The contractor to notify the Surveyor before commencing the work,

The estimate of work and material, for each of which prices are required, and by which the bids will be tested, is as follows:

14,000 square yards paving,

14,300 square feet of flagging,

3,850 lineal feet of curb and gutter,  
7,500 square feet of bridge stone,  
25 circular corners,  
6,000 cubic yards of fine gravel,  
600 do. filling on sidewalks,  
1,500 do. rock excavation,

The time allowed to complete the above work will be four months.

Amount of security required, \$10,000.

The other provisions in the specification are:

Estimators are required to state in their proposals, under oath before a judge of a court of record their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact. Also that it is made without any connection with any other person making an estimate for the same purpose; and that it is in all respects fair, and without collusion or fraud; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate shall be accompanied by the affidavit in writing of two householders or freeholders, in the city of New York, taken before a judge of a court of record, to the effect that if the contract be awarded to the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they

will pay to the Corporation any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

A strict compliance with the provisions of "Title III of contracts for Supplies and Work for the Corporation," of the Amended Ordinances, passed May 30th, 1849; and also as amended October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly, written stipulations to the contrary, signed by contractors, it is thought well to give express notice that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract, will be positively rejected.

The estimates for the above work will be publicly opened on Monday, the first day of December, 1856, at half-past twelve o'clock, P. M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of twenty dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals is reserved by the

Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract made with this department.

The certificate of the Surveyor and Inspector in charge of the work to be filed with the Street Commissioner, that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance of December 30th, 1854.

JOSEPH S. TAYLOR,

*Street Commissioner.*

Street Department, New York, }  
Nov. 21st, 1856. }

George C. Harsin, contractor.

Contract dated January 13th, 1857.

Harsin's sureties are John B. Dingledein and Charles Devlin, for \$10,000.

Award of contract confirmed to George C. Harsin, by Common Council—Aldermen, December 1st, 1856; Councilmen, December 26th, 1856. Approved, December 29th, 1856.

Harsin's bid was:

## Estimated Quantities.

Paving .....	14,000 square yards, at 28c. per y'd	\$3,920
Flagging .....	14,300 square feet.. 10 per foot	1,430
Curb and gutter	3,850 lineal feet .. 40....do.	1,540
Bridge stones...	7,500 square do... 19....do.	1,425
Circular corners	25 sets..... \$4 00 per set	100
Gravel .....	6,000 cubic yards.. 16 per yard	960
Filling .....	600....do..... 6....do..	36
Rock excavation	1,500....do..... 36....do..	540
Total.....		<u>\$9,951</u>

Roswell Graves, Surveyor.

The following are the quantities and prices returned on the assesment list:

3,775½ feet curb and gutter.....	at 40c.	\$1,510 20
100 do..do.....do. re-set,		
14,261 do. flagging.....	at 10c.	1,426 10
23 circular corners.....	\$4 00	92 00
13,906 yards paving.....	28	3,893 68
8,448 feet bridge stones .....	19	1,605 12
5,794 yards gravel.....	16	927 04
1,712 do. filling .....	6	102 72
2,702 do. rock.....	36	972 72
4 man holes (not in contract)....	3 50	14 00
Total.....		<u>\$10,543 58</u>

Settled in full.

Paid contractor for work done, as per Comptrollers' statement:

1857,		
Nov'r 7	Paid bond and cash.....	\$3,894 30
1858,		
Jan'y 7	Paid bond.....	4,600 00
		<hr/> 8,494 30
1858,		
July 10	Cash, &c., final estimate.....	2,049 28
	Total.....	<hr/> \$10,543 58

## (G, No. 20.)

Paving Lexington avenue, from Thirty-fourth to Forty-second street.

Ordinance adopted—Aldermen, Sept. 16th, 1856.

“ “ Councilmen, Nov. 17th, 1856.

“ “ Approved, Nov. 19th, 1856.

Specifications, dated December 6, 1856, as follows:

All the work and material to be under the superintendence and direction of such person as may be appointed by the Street Commissioner to inspect the same; and any materials furnished, or any work done not satisfactory to him, shall be immediately removed, and other work done and materials furnished satisfactory to him, and according to the specification adopted by the Board of Councilmen, April 2d, 1855, as follows:

*Old Materials, &c.*—All cobble stones, surplus earth and other materials on the ground to be paved, and belonging to the Corporation, excepting as hereinafter specified, shall belong to the contractor, and be by him taken up



and removed as the work progresses. All stones and materials belonging to any railroad company, and necessary to be removed, shall be taken up and removed by such company, as and when it shall be necessary, and the contractor shall request; and in default thereof, said contractor shall take up and remove the same, without disturbing the rails, and at his or their cost and expense.

*New Materials, &c.*—The curb stones shall be of the best North river blue stone, smoothly cut on the front to the full depth; ends truly squared to form close and even joints, and throughout of not less than four feet in length, or five inches in thickness, or twenty inches in width, and shall be well and properly set, with the proper inclination, prior to any paving opposite thereto. All old curb stones of the dimensions aforesaid, if found set as aforesaid, may remain; if not so set, they shall be reset in manner aforesaid in the places where found. The paving shall be of trap blocks, of a durable and uniform quality, each measuring on the face or upper surface not less than four, nor more than seven inches in length, nor less than three, nor more than five inches in width, and in depth not less than seven nor more than eight inches. Blocks measuring seven inches or less in length on the face, shall not be more than one inch shorter at the base than on the face. Blocks measuring four inches or less in width on the face, shall be of the same width at the base as on the face, and no other block shall be less than four inches in width at the base.

*Preparations, &c.*—The stones being removed, so much only of the sub-soil and other matter shall be removed as necessary to allow a bed of clean sharp sand or gravel, at

least five inches deep, under the blocks to be laid, with the proper grade and crown, the surface to be leveled, but no holes or inequalities made or found shall be filled, in whole or in part, with any thing except such sand or gravel as aforesaid, and the whole to be rammed to a level and uniform surface. A bed of such sand or gravel as aforesaid then to be placed thereon, at least five inches deep, leveled and rammed in manner aforesaid.

*Laying Blocks, &c.*—The above being done, the blocks should be laid at right angles with the line of the street, from curb to curb, with well-formed gutters, each corner to be of blocks of a uniform width, and so that all longitudinal joints shall be broken by a lap of at least two inches. When thus laid, the blocks shall be thoroughly rammed to a firm, unyielding bedding, with a uniform surface, and to the proper grade and crown, but no rammer shall be applied within twenty-five feet from work progressing or not ready to be rammed. When so rammed, the blocks shall be immediately covered with clean finesand, in proper quantities, and so from time to time, and raked until all the joints become filled therewith, and the work is made solid and secure.

The contractor shall reset, in a good and workmanlike manner, all the frames for man-holes belonging to the sewers, and frames for stop-cocks belonging to or connected with Croton water or gas, on a level with the new pavement, and diagonally with the curb stones, and so cut the blocks as to form close and even joints with the frames and curb stones. When new frames are required, he will apply to the Croton Water Board for what may come under their department, and to the gas companies for what

may come under their care, and set the same in manner aforesaid; but all expenses attending the obtaining and setting of such frames shall be borne by the Corporation.

All materials and labor for the execution and completion of the work above specified, shall be procured, furnished and done by the contractor at his own cost and expense, and his only claim or recompense therefor shall be the price per square yard of the block pavement at which the contract shall be awarded.

The surveyor's estimate of the probable amount of work and materials required, and by which the bids will be tested, is as follows:

9,000 square yards of paving.

Contractors will state, in their proposals, the prices for the following work and materials, as before described: For paving, per square yard. This price to include all the work mentioned above, and the completion of the work to the satisfaction of the Street Commissioner.

The time allowed to complete the above work will be four months.

Amount of security required, \$10,000.

The other provisions of the specification are:

Estimators are required to state in their proposals, under oath, before a Judge of a Court of Record, their names and places of residence; the names of all persons interested with them; and if no other person be so interested, they must distinctly state that fact; also, that it is made without any connection with any other person

making an estimate for the same purpose ; and that it is in all respects fair and without collusion or fraud ; and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly interested therein or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each estimate must be accompanied by the consent in writing of two householders or freeholders in the city of New York, sworn to before a Judge of a Court of Record, to the effect, that if the contract be awarded the person making the estimate, they will, on its being so awarded, become bound as his sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation any difference between the sum to which he would be entitled upon its completion, and that which the Corporation may be obliged to pay to the next highest bidder to whom the contract may be awarded.

The attention of contractors is particularly called to the following ordinance, &c.—*Ordinance of August 9, 1849.*

§ 2. All pavements hereafter to be laid in any of the streets or lanes of this city, by the Superintendent of Pavements, or contractors for the construction of sewers, or for the laying of any water, gas or other pipes, shall, after the pavement is laid and driven down, have covered over them one inch in thickness of pure sand, and no more.

§ 3. Any and all persons, other than the Superintend-

ent of Pavements, who may hereafter pave, or cause to be paved, any street, lane or other thoroughfare, or portion thereof, in this city, shall have the sand, dirt and rubbish cleaned off said street, lane or thoroughfare, or any part thereof, within twelve days after any such pavement shall have been completed, except such pavements as shall be laid over pipes, which shall be cleared off within six days after the same shall be laid; this section shall be so construed as to apply to the removal of all sand, dirt or rubbish collected in any part of any and all streets, lanes and thoroughfares, covered by any pavement so done or laid, or excavation that may have been made, or other work done in pursuance thereof, and no contract for paving, in pursuance of this section, shall be accepted as completed, unless the Superintendent of pavements shall certify that this section has been fully complied with.

§ 4. Any person or persons, excepting the Superintendent of Pavements, neglecting or refusing to remove the dirt, sand or rubbish, mentioned in section 3 of this ordinance, within the time specified therein, shall forfeit and pay the sum of twenty-five dollars for each offence; and in addition thereto, the Superintendent of Streets shall cause the same to be removed at the expense of the party so neglecting or refusing, who shall be liable to repay and refund the same, and which shall be collected and paid into the city treasury.

A strict compliance with the provisions of "Title III of Contracts for Supplies and Work for the Corporation," of the amended ordinances, passed May 30, 1849, and also as amended, October 25th, 1849, will be observed and required in all cases. Blank forms of estimates may be had at this office.

Inasmuch as great latitude has heretofore been allowed in the fulfillment of contracts, notwithstanding clearly-written stipulations to the contrary, signed by contractors, it is thought well to give express notice, that hereafter contractors will be required to conform to the very letter of the specification, on any work which they may undertake. Contractors, therefore, will bear in mind that former precedents will not be received as an excuse; and that any work or materials not strictly in accordance with the specifications of their contract will be positively rejected.

The estimates for the above work will be publicly opened on Wednesday, the 17th day December, 1856, at 12 and a half o'clock, P.M., at the office of the Street Commissioner.

The contract will contain a clause authorizing the Street Commissioner to deduct a penalty of ten dollars for each and every day the completion of the work shall be delayed after the expiration of the time agreed upon.

The right to decline all the proposals, is reserved by the Street Commissioner, if deemed for the interest of the Corporation; and no estimate will be received from any person who has previously violated any contract with this department.

The certificate of the surveyor and inspector in charge of the work to be filed with the Street Commissioner that the work has been completed according to the contract.

Payment to be made in accordance with the ordinance.

JOSEPH S. TAYLOR, *Street Commissioner.*

Street Department, New York, }  
Dec. 6th, 1856. }

John B. Morrell, contractor.

Contract dated April 13th, 1857.

Sureties are James Robinson and James Humes, for \$10,000.

Award of contract to J. B. Morrell, confirmed by Common Council:

Councilmen, December 31, 1856.

Aldermen, June 22, 1857.

Approved, June 23, 1857.

Morrell's bid was:

Paving, 9,000 square yards, \$2 09 .....\$18,810

John T. Dodge, Surveyor.

The following are the quantities and prices returned on the assessment list:

9,942 yards Belgian pavement, \$2 09 .....\$20,778 78

Settled in full.

Amount paid on this work:

Paid contractor for work done, as per Comptroller's statement:

1857, Aug. 11, Paid, bond and cash...6,487 20

" Oct 24, do. do. ..6,644 95

.....\$13,082 15

1858, Sept. 25, Paid, final estimate..... 7,696 63

\$20,778 78

Amount of work done, as taken from the Surveyor's certificates on file in the Comptroller's office.....\$18,688 78  
1858, Sept. 25, Final estimate of work done per Surveyor's certificate.... 2,090 00

\$20,778 78



DOCUMENT No. 6.

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BOARD OF ALDERMEN,

JANUARY 27, 1859.

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The following Communication from the Street Commissioner, transmitting Reports of the Superintendent of Repairs and Supplies, Deputy Superintendent of Repairs and Supplies, Superintendent of Lamps and Gas, and Superintendent of Lands and Places, was received, laid on the table, and directed to be printed.

D. T. VALENTINE, *Clerk.*

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STREET COMMISSIONERS' OFFICE,  
New York, Jan'y 27, 1859.

*To the Honorable the Common Council :*

GENTLEMEN,—I herewith transmit to your Honorable Body, reports made to this department by the Superintendent of Repairs and Supplies, Deputy Superintendent of Repairs and Supplies, Superintendent of Lands and Places, and Superintendent of Lamps and Gas—all from April 19th, 1858, to Dec'r 31st, 1858,

Respectfully submitted,

G. W. SMITH, *Street Commissioner.*

BUREAU OF REPAIRS AND SUPPLIES,  
December 31, 1858.

G. W. SMITH, Esq., *Street Commissioner*:

SIR:—In reply to your letter, dated the 8th instant, calling upon me to report the state in which the business of this bureau was found on the termination of the controversy between Messrs. Conover and Devlin for the office of Street Commissioner, to report what has been done in the bureau since that date, give an account of its present condition, and make such recommendations as may seem requisite to the improvements and thorough organization of the public business entrusted to this bureau, I would most respectfully reply:

That, from the report of my immediate predecessor, under Mr. Cooper's appointment, I learn, that on taking possession of this bureau, he found therein three contract books, commencing Oct. 1st, 1849, and bringing down the record of contracts to June 24th, 1856; also numerous plans and specifications of engine and hose apparatus, and buildings, and for repairs to public buildings. But as to work done between the last mentioned date (June, 1856) and the date of Mr. Edward Cooper's appointment, (April 19, 1858,) the superintendent of this bureau could not find any records or documentary evidence of any kind, and consequently had to ascertain the existing condition of his bureau as well as he could, by requesting, through public advertisement, that all claims for work done or supplies furnished should be sent in for examination within a specified number of days.

In reply to such public notice given, numerous claims and bills were sent in and presented to this and other bureaux, amounting in all to a large sum, and involving very difficult examinations before their true nature could be ascertained. To enable the Street Commissioner to conduct these examinations properly, a resolution was passed by the Common Council, July, 1858, authorizing the Street Department to employ competent persons for this business, and Mr. John B. Cozzens was accordingly employed to examine and report on claims originating for work done and materials furnished under the contested administrations of Messrs. Conover and Devlin.

All the assistance needed by Mr. Cozzens, and within the power of this bureau to supply, has been furnished; and therefore, referring to the report which this gentleman has furnished, as to all claims originating prior to Mr. Cooper's appointment, I would respectfully submit the following statement of what has been done in this bureau since the 19th of April in the present year, placing opposite each item of work the amount for which vouchers in triplicate have been drawn by this bureau.

DETAILED REPORT of work done and materials furnished by the  
Bureau of Repairs and Supplies, from the 19th of April, 1858,  
to the 31st December, 1858, both dates included.

Repairs to Hall of Records.....	\$220 22
“ New City Hall.....	191 81
“ City Hall.....	6,176 58
“ hose company No. 1 .....	117 39
“ building occupied by engine co. No. 39.	109 73
“ “ by hose co. No. 46...	131 34
“ Mount Morris bell-tower.....	73 75
“ building occupied by hook and ladder co. No. 14....	343 01
Building new bell-tower in City Hall Park.....	1,292 47
Repairs to Station-house, Precinct No. 8.....	102 21
“ “ “ 14.....	137 83
“ “ at Old slip.....	36 56
“ Fulton market .....	405 46
“ Fireman’s Hall.....	41 77
“ building occupied by hose co. No. 4....	99 68
“ “ engine “ 33....	327 92
“ “ hose “ 30....	19 68
“ Third District Police Court .....	135 46
“ Second “ .....	520 52
“ Third “ .....	868 72
“ building occupied by hose co. No. 41...	250 33
“ “ “ 25...	54 58
“ “ “ 44...	7 70
“ Station-house Precinct No. 2.....	39 43
“ building occupied by engine co. No. 51.	273 54
“ Fire Marshal’s office .....	144 30
“ office of Corporation Attorney.....	88
“ Station-house Precinct No. 12.....	212 23
Carried forward....	12,335 30

Brought forward.....	\$12,335 30
Repairs to building occupied by hook and ladder co.	
No. 8.....	225 21
" Station-house Precinct No. 23 .....	53 68
" building occupied by hose co. No. 50...	146 91
" " engine " 19...	26 83
" Station-house precinct No. 19 .....	51 34
" " " 5 .....	26 01
" building occupied by Harbor Police....	31 22
" " hose co. No. 34...	37 75
" Station-house Precinct No. 17.....	229 79
" building occupied by hook and ladder company No. 10.....	189 51
" Station-house Precinct No. 6.....	64 48
" First District Court .....	6 11
" Station-house Precinct No. 20 .....	179 61
" " " 13 .....	106 94
" building occupied by engine co. 38.....	641 37
" " hose co. 35.....	140 39
" " engine co. 7.....	0 88
" " " 21.....	120 01
" Station-house Precinct No. 10.....	37 89
" building occupied by hook and ladder company No. 3.....	240 82
" building occupied by hose co. No. 24...	209 70
" " " 38...	147 22
" " " 2...	172 28
" Jefferson market.....	229 30
" building occupied by engine co. No. 4..	216 99
" Station-house Precinct No. 16.....	134 68
" building occupied by engine co. No. 41.	73 98
" " " 28.	4 56
Carried forward.....	\$16,080 76

Brought forward.....	\$16,080 67
Repairs to building occupied by engine co. No. 13.	41 32
“ bell-tower in Twenty-second street ....	41 01
“ building occupied by hose co. No. 23...	53 16
“ “ hook and lad. co. 15 ..	16 90
“ “ engine company 11..	121 67
“ bell-tower, Union market .....	39 96
“ building occupied by engine co. No. 26.	272 93
“ “ hose “ 55.	12 59
“ “ engine “ 17.	189 51
“ “ hose “ 36.	425 24
“ “ engine “ 2.	42 61
“ “ hook and lad. “ 12.	197 54
“ “ engine “ 29.	45 97
“ “ hose “ 33.	205 39
“ “ “ “ 16.	206 05
“ Fourth District Police Court.....	149 02
“ building occupied by hook and ladder company No. 5.....	120 99
“ building occupied by engine co. No. 23.	158 07
“ “ “ “ 8.	47 82
“ “ hose “ 61.	129 73
“ “ “ “ 52.	131 86
“ “ engine “ 50.	96 85
“ “ “ “ 22.	238 37
“ Seventh District Court.....	122 01
“ building occupied by hook and ladder company No. 1.....	51 45
“ building occupied by hose co. No. 31...	104 09
“ “ “ “ 3...	152 96
“ office of Chief Engineer.....	131 19
“ building occupied by engine co. No. 6..	28 38
Carried forward.....	\$19,655 40

Brought forward.....	\$19,655 40
Repairs to building occupied by hose co. No. 40 ..	61 97
“ Station-house, Precinct No. 21.....	55 20
“ building occupied by hose co. No. 14..	33 90
“ Coroner's office .....	8 50
“ office of Superintendent of Police.....	30 73
“ Tompkins market.....	25,668 73
“ building occupied by engine co. No. 31..	28 82
“ Clinton market.....	314 53
“ building occupied by engine co. No. 48..	18 00
“ “ hook and ladder co.	
“ “ No. 2.....	13 00
“ Centre market.....	210 13
“ Station-house, Precinct No. 11.....	23 12
“ building occupied by engine co. No. 9..	55 13
“ “ hose “ 37..	45 81
“ “ engine “ 44..	24 87
“ Station-house, precinct No. 4.....	11 77
“ building occupied by hose co. No. 11..	101 91
“ “ “ 39..	60 47
“ “ “ 48..	12 88
“ “ engine “ 10..	4 87
“ “ hook and lad. “ 9..	206 48
“ “ hose “ 32 ..	8 75
“ “ engine “ 14..	88 92
“ “ “ “ 34..	19 24
“ Washington market.....	671 65
“ Trinity Station-house, Precinct No. 1..	51 56
“ building occupied by hose co. No. 57 ..	4,224 23
“ “ hook and lad. “ 13 ..	47 07
“ “ hose “ 19 ..	109 99
“ Station-house, Precinct No. 22.....	51 13
Carried forward .....	\$51,918 76

Brought forward.....	\$51,918 76
Repairs to building occupied by engine co. No. 25..	14 87
“ Thirty-third street, bell-tower.....	55 88
“ Station-house, Precinct No. 9.....	9 36
“ “ “ No. 3.....	18 80
“ building occupied by hose co. No. 60...	34 91
“ “ engine “ 24...	19 46
“ “ hose “ 53...	6 41
“ “ engine “ 18...	80 04
“ “ hose “ 20...	354 11
“ “ “ “ 29...	20 71
“ Police Court, First District.....	18 19
“ building occupied by hook and ladder co. No. 7....	3 00
“ bell-tower, Eighty-fifth street.....	4 50
“ building occupied by engine co. No. 15..	70 18
“ “ hose “ 22..	142 85
“ “ engine “ 40..	18 25
“ “ hose “ 6..	160 44
“ “ “ “ 56..	15 93
“ “ “ “ 7..	33 04
“ “ “ “ 28..	45 45
“ “ “ “ 17..	121 58
“ “ “ “ 21..	35 24
“ bell-tower in McDougall street.....	65 50
“ building occupied by hose co. No. 42...	16 99
“ “ engine “ 35...	15 09
“ bell-tower in Essex street .....	6 60
“ building occupied by hose co. No. 10 ..	18 29
“ Station-house, Precinct No. 18.....	116 08
Balance on contract for Worth monument.....	5,500 00
Carried forward.....	\$58,940 51



Brought forward.....	\$58,940	51
Plans and specifications for railing round the same.	125	00
“ Essex market.....	48	83
“ building occupied by hose co. No. 8....	200	00
Repairs to building occupied by hose co. No. 27 ..	10	18
“ bell-tower, Jefferson market.....	3,080	47
“ building occupied by engine co. 49.....	45	03
“ Tompkins square railing.....	1,937	77
“ building occupied by hose co. No. 13...	30	00
“ “ “ 1...	8	00
“ Times’ building.....	25	00
“ Sixth District Court.....	1,130	00
“ building occupied by hose co. No. 58...	75	00
“ “ hook and lad. co. 4...	14	74
“ bell-tower, Marion street.....	3	82
“ building occupied by hook and ladder co. No. 2..	13	00
“ “ hose co. No. 62..	10	75
“ “ engine “ 30..	22	06
“ “ “ “ 36..	9	30
“ “ “ “ 13..	12	60
“ “ “ “ 43..	10	50
“ “ hook and lad. “ 11..	6	35
“ No. 88 White street .....	29	88
“ building occupied by engine co No. 37.	45	07
“ “ Exempt engine co .	3	40
“ bell-tower, post-office.....	14	01
Total.....	<u>\$65,851</u>	<u>27</u>

On the various jobs in the foregoing report, the total cost of which exceeds two hundred and fifty dollars, and which therefore, under section 38 of the Charter of 1857,

should have been done by contract, after due advertisement, I beg to report:

That the repairs to the building occupied by hose company No. 57, involving a cost of \$4,224 23 were made under contracts after due advertisement for proposals.

That the payment of \$5,500 on the "Worth Monument," was the balance of a contract for the erection thereof, made after due proposals.

That the repairs to the City Hall, made necessary by the late burning of the roof, and amounting to \$6,176 58, were partly done under the advice of the Mayor, as immediately necessary, to prevent further dilapidation, and partly under a resolution passed by the Board of Aldermen. No expense was incurred not necessary to save the interior of the building from damage by exposure to the weather, and to put the public offices and chambers again into a state fit for the transaction of public business.

The temporary bell tower, in the City Hall Park, costing \$1,292 47, was made necessary by the same fire, and was put up under the advice of the Mayor and Street Commissioner, as immediately required for the public safety.

The repairs to the building occupied by hook and ladder company No. 14, were commenced, and a portion of the \$343 01 (total cost,) had been expended when the Common Council passed a resolution directing further repairs, and appropriating the sum of \$250 therefor. These repairs, made and added to what had been previously done, will account for the excess.

Repairs to Fulton market, costing \$405.46, were for jobs wholly distinct, and the necessity for some of which had not been foreseen when the work was commenced. It often happens that where a job in one kind of work is ordered, as in carpentering, the necessity for another repair, as in masonry, may be revealed.

The repairs to the 2d District Police Court, costing \$520.52, and not made by contract, must be accounted for in the same way as the preceding case of Fulton market. The work was commenced under the estimate that it would not cost over \$250, but further repairs were called for, as the true condition of the building was afterwards discovered.

Repairs to the 3d District Court, costing \$868.72, were commenced, as in the preceding case. After the first repairs had been commenced, a resolution was passed, directing further and more thorough repairs, for which the sum of \$250 was appropriated.

Repairs to the building occupied by engine company No. 51, and costing \$273.54, included several wholly distinct departments of work, the total cost of each particular job being under \$250.

Repairs to buildings occupied by engine company No. 38, and costing \$641.37, were made necessary by the discovery of further requirements after work had been commenced; and was covered by a resolution authorizing the expenditure of \$250, after the first repairs had been completed.

Repairs to building occupied by engine company, No. 26, costing \$272.93, included several distinct items of work, each of which would cost less than \$250.

Repairs to building occupied by hose company No. 36, costing \$425 24, were made necessary by the threatened fall of the front of the building, under some minor repairs to the interior which had been properly commenced.

Repairs to Washington market, costing \$671 75, and not done under contract, must be accounted for in the same way as the excess of expenditure, (over \$250,) with regard to Fulton market. There were various distinct characters of work required, each costing within \$250; and in course of making these repairs, further requirements were developed.

The amount of \$3,080 47, expended on the bell-tower, Jefferson market, was done pursuant to resolution of the Common Council, and under a contract duly advertised and awarded as prescribed by the charter of 1857.

The amount of \$500, on Tompkins market, was expended on preparing plans and specifications for the work, being two per cent. of the amount paid to contractor, according to contract.

The amount of \$1130, expended on the 6th Judicial District Court, was for repairs ordered by a resolution of the Common Council, and under a contract duly advertised and awarded as prescribed by the charter of 1857.

It is probable and to be expected, that the larger knowledge and experience of this bureau will enable it to avoid such errors, trivial in amount as they are, in future; but it must be admitted, that making estimates for repairs to public buildings is a work of much difficulty, and from its very nature, liable to frequent mistakes.

Very often, in repairing what appears to be a mere crack on the surface, the workmen will discover a condi-

tion which threatens the safety of the entire building; and it is frequently impossible, from the most careful external examination, to estimate correctly the amount or quality of the repairs which may be needed.

This difficulty also operates with great stringency and severity on the contractors doing business with the Bureau. Repairs to public buildings are for the most part so complex that we find great difficulty in drawing specifications; and if after the contract has been assigned to the lowest bidder, and he commences work, it should be found that further repairs not contemplated in the specifications are called for, the contractor must either leave such repairs, necessary as they are, undone, or do them at his own expense, and without hope of remuneration, as the Street Commissioner is stopped by law from making any allowance beyond the legal claim on a contract, even where work not contemplated nor included in the original specifications, has been found to be absolutely indispensable during the progress of the work.

With reference to contracts now under process of completion in this Bureau, the following will be found a correct statement of the nature of the work contracted for, the total amount of the contract, and the amount advanced to each contractor on the work already done.

Contract for erecting an iron railing round Tompkins Square. Total price for work as per contract \$28,000, on which vouchers in triplicate have been drawn by this Bureau for \$175, being 7 per cent on amount of work actually done. The balance of \$1,937 77 being for surveying, and for inspector's pay—amounting to \$187 77.

Contract for two fire alarm bells, one to be set up in the bell tower over the Post office, and one for the bell tower in Marion street. As this contract contains an allowance of 22 cents per pound for the metal in the two old bells, which these new bells are to supercede, the final price of the new bells cannot at present be ascertained, but from estimates made, will be closely in the neighborhood of \$1,800.

Contract for altering the building on Burling Slip, occupied by Hose Co. No. 58. Total amount of contract \$1,549. No payment.

Contract for altering and repairing the building in Liberty street, occupied by Hose Co. No. 8. Total amount of contract \$2,142. No payment.

Contract for erecting a look-out on, and repairing the Bell tower in McDougall street. Total amount of contract, \$725 ; no payment.

Contract for erecting a building on lot No. 281, West Thirty-sixth street, for the use of Engine Company, No. 15. Total amount of contract, \$4,275 ; no payment.

With regard to the contract for erecting a building on the site of Tompkins' Market, a special report to the Common Council has been made by the late Street Commissioner.

The whole subject was referred to the Committee on Repairs and Supplies, who have reported with certain recommendations to the Common Council. The only payment made by vouchers of this bureau, to the contractors for this work, is one of \$25,000 on the 1st of October last for work then done.

With regard to contracts for the erection of new station houses for the police in various precincts, I will take an early opportunity of making a special report enforcing the expediency of having such houses erected on lots of fifty feet front, the building in each case to be forty feet wide, with a passage of five feet wide upon each side.

As to the present condition of the bureau, I would report that in compliance with the instructions furnished in the circular letter of the late Street Commissioner, addressed to the heads of bureaux in his department, and dated June 12th, 1858, the following is a list of books now kept on record in this bureau :

A Resolution Book, in which are entered all resolutions of the Common Council affecting this bureau.

An Order Book in which are entered all requisitions and orders for work to be done by this bureau, together with the name of the person to whom each piece of work is entrusted, and the estimated amount which it will cost.

One Ledger, in which all vouchers issuing from this office, for work done or supplies furnished, are recorded.

A Voucher Book, in which all vouchers are entered after being returned to this bureau from the Comptroller's office with certificate of payment.

A Letter Book, in which all letters received are entered, either fully or in condensed form as their importance may require.

Another Letter Book, in which all letters issuing from this bureau are copied.

A Contract, Plan and Specification Book, in which all

contracts made with this bureau are entered, together with plans for the proposed work, and specifications.

There are two foremen employed in this bureau, whose services I find absolutely necessary in the matter of making estimates for small repairs, (under \$250,) inspecting the work during progress, and reporting to me on its completion, with advice as to the correctness of the bills and claims sent in therefor.

When it is considered that this bureau is charged with the construction, repair and inspection, from time to time, of all the engine, hose, hook and ladder houses, police stations and other public buildings, it must be obvious that the Superintendent of the bureau alone, however active, cannot attend to all these duties in a satisfactory manner. In order to determine with accuracy the proper amount due for all work done otherwise than by contract, the services of these two foremen have been found absolutely necessary, as in the absence of their aid the bureau, to a great extent, would be forced to allow the value of all repairs made, and the length of time spent by workmen, to be estimated by the parties who had done the work and sent in the claim. In a communication made by the late Street Commissioner to the Common Council, dated the first of June, 1858, the necessity for the employment of such practical assistants in this bureau was fully set forth and explained. Since that time two competent mechanics have been employed in the required capacity—the first, who is a practical architect and carpenter, at rates of compensation amounting to twelve hundred dollars a year; and the second, who is a carpenter, at two dollars and fifty cents per day for each day he is employed



by this bureau, a rate of compensation which, in my judgment, and to secure permanently the services of a competent person, should be increased to three dollars a day, or a fixed annnal salary of eight hnnred dollars. No provision has been made in the ordinance re-organizing the Street Department, passed in 1857, for the employment of these necessary officers, and I would suggest that you should make application to the Common Conncil for an ordinance hereafter providing for their employment at fixed salaries and with the responsibilities of regular city officers.

As the fundamental city law (charter of 1857, section 38), prescribes that, "Wherever any work is necessary to be done to complete or perfect a particular job," and "the several parts of the said work or supply shall together involve the expeditnre of more than two hnnred and fifty dollars, the same shall be done by contract," except that, "by a vote of three-fourths of the members elected to each Board it shall be ordered otherwise;" and as I am convinced that many repairs to public buildings, for the reasons hereinbefore set forth, can be made much more cheaply and thoroughly otherwise than by contract, more especially in cases where it is difficult to determine and set forth in specifications the full nature and extent of the repairs contemplated and required, I shall, hereafter, with your permission, in all such cases make a full report to you, setting forth the obstacles which make me unable to draw reliable specifications for a contract, and ask you to bring each case before the Common Council, in order that, where the propriety of having snch repairs made or work done immediately by this bnreau, is appa-

rent, I may receive the necessary authorization, "by a vote of three-fourths of the members elected to each Board."

Very respectfully,

JONATHAN PURDY,

*Superintendent of Repairs and Supplies.*

BUREAU OF REPAIRS AND SUPPLIES, OFFICE OF THE DEPUTY  
SUPERINTENDENT OF REPAIRS AND SUPPLIES.

New York, Jan'y 1, 1858.

G. W. SMITH, Esq., *Street Commissioner* :

SIR,—In reply to your letter dated the 8th instant, calling on me to report the state in which the business of this bureau was found on my taking possession thereof; the amount of work done, and expenditures incurred, since the termination of the contest between Mr. Conover and Mr. Devlin, for the office of Street Commissioner; the present state of the books and records of the bureau, and any suggestions which may have occurred to me for the better direction of this bureau in the future, I would most respectfully reply :

That on taking possession of this bureau (1st of May last) under the appointment of Street Commissioner Cooper, I could find no books, papers or documents of any kind, relative to the business which had been transacted previous to my appointment, in the office.

In answer to an advertisement published in the papers appointed by law, a large amount of bills and claims for work alleged to have been done, and supplies alleged to have been furnished during the administration of Messrs. Devlin and Conover, were sent in against this bureau; and the same were referred to your department for examination and report by the accountant specially employed for this purpose, under a resolution of the Common Council.

The Deputy Superintendent of Repairs and Supplies is charged by section 46 of the ordinance re-organizing the Street department, passed in 1857, "with the duty of superintending the supplying the public rooms and offices of the corporation, the court rooms, police station houses, the engine, hose, hook and ladder houses, and the public markets, with fuel, stationery, printing and all other things necessary therefor."

Section 50 of the same ordinance further provides, that the Deputy Superintendent of this bureau "shall examine, audit and certify to the Street Commissioner, all accounts for supplies of fuel, stationery, printing and other necessary things, under his supervision, and as to the fulfillment or breach of any contract for supplies furnished under his direction; and no requisition shall be drawn by the Street Commissioner for any bills, accounts or contracts for supplies furnished, unless certified and approved by the Deputy Superintendent of Repairs and Supplies."

But inasmuch as the Comptroller refused to recognize either Mr. Conover or Mr. Devlin, as duly entitled to the office of Street Commissioner, thereby also refusing to recognize the two gentlemen who claimed to be Deputy Superintendent of this bureau under their respective appointments,—the provisions of the two sections before quoted were practically ignored up to the 19th day of April last, (the date of Mr. Cooper's appointment,) and requisitions for repairs or supplies needed were drawn directly on the Comptroller, by parties not clothed with any legal power so to do, but justified in their own eyes, we may suppose, and meeting the tacit approval of the Comptroller on the plea of urgent public necessity, not

contemplated, and therefore not provided for in the ordinances and laws governing this department.

These irregular requisitions thus allowed, and payments made for the same, have greatly embarrassed the accounts of this office, and the necessity for examining transactions, of which no records had been kept in this bureau, has operated to retard the full posting down to date of the current business.

The books and records now kept in this office consist of—

An Order Book, in which are entered all requisitions for work to be done, or supplies to be furnished, with name of party or office drawing, the requisition and full particulars.

An Order Book of the same nature for coal and wood furnished to the Police Department.

The same for coal and wood supplied to companies in the Fire Department.

A Voucher Book, in which are entered all vouchers drawn by this office, in payment for work done and supplies furnished.

A General Receipt Book, in which receipts are entered in duplicate for all supplies to public offices, Court rooms, and the other bureaux.

A Receipt Book of the same kind for the Police Department.

A Receipt Book of the same kind for the Fire Department.

A Resolution Book, in which all resolutions of the Common Council affecting the business of this office are duly entered for reference and future authority.

A General Ledger, in which all the accounts of this office are entered.

A Special Ledger, in which bills for all materials and supplies purchased are entered, with the names of the parties to whom payment is due for the same.

A Labor and Material Book, in which are recorded all small repairs made to public offices and buildings.

A Debit and Credit Journal, in which are entered all bills received for supplies purchased, and bills for all supplies delivered to different offices and departments.

A Balance Book, in which the original amounts of all appropriations are entered, with the amounts of all vouchers drawn against each appropriation by this office.

Also a Letter Book, in which are kept abstracts or copies of all official correspondence received by or issuing from this office.

There are no contracts in this office, either for work to be done or supplies to be furnished, as all the heavy repairs (exceeding two hundred and fifty dollars) to public buildings, &c., are carried on in conformity with section 37 of the ordinances reorganizing the Street Department, passed 1857, under the immediate supervision of the Superintendent of this bureau, and none of the supplies purchased have been separately of an amount to make a contract necessary, under the 38th section of the city charter of 1857.

Subjoined is a statement of all the appropriations, and their several amounts for the past year, against which this office has drawn on triplicate vouchers:

Appropriations.	Total amount for the year.
Printing .....	\$85,000 00
Stationery .....	20,000 00
City contingencies .....	80,000 00
Supplies to Public Offices.....	15,000 00
*Police Department .....	888,548 00
*Public Markets.....	7,000 00
Roads and avenues, and arrears of 1857.....	50,000 00
Repairs to public buildings.....	83,000 00
Fire Department .....	62,500 00
Lands and places.....	25,000 00
*City Inspector .....	11,875 00
Lamps and gas .....	460,634 00
Mayor's contingencies.....	3,000 00
*Alms-house .....	605,000 00
Public health.....	20,000 00
Wharves, piers and slips .....	197,000 00
Election expenses.....	50,000 00
Worth monument.....	10,000 00
Macadamizing Second avenue.....	50,000 00
*Charges on arrears of taxes.....	5,000 00
* " " assessments .....	5,000 00
Total .....	<u>\$2,733,557 00</u>

The appropriations marked with a star (thus \*) in the foregoing list are, as the late Comptroller contended, specific appropriations for a definite purpose, and such, therefore, as it is not within the legitimate power of this bureau

to draw against for such contingencies as supplies needed or small repairs or alterations. Nevertheless, in view of the necessities of the past year, and the large sums which had been irregularly paid out of city contingencies, and other appropriations properly belonging to the Street Department, previous to the 1st of May, the late Comptroller waived the question of right for the time being, and allowed this office to draw against the contested appropriations for repairs and supplies specially needed by the Department, for which the appropriations had been made. Inasmuch, however, as the new system of accounts, with triplicate vouchers, &c., adopted in this bureau, will prevent the recurrence of any such irregularities in the future, there would seem to be no further need of discussing the subject at the present time.

Subjoined is a list of the public offices and departments which have drawn more or less against this office for repairs needed and supplies necessary to the carrying on of public city business since the 1st of May last, together with the exact amount paid for repairs done and supplies furnished to the different offices and departments, from the date last mentioned up to and including the 31st of December, 1858.



*STATEMENT of Amounts paid for Repairs done and Supplies furnished by the Deputy Superintendent of Repairs and Supplies to the different Offices and Departments, during the year 1858, from May 1st to December 31st.*

Street Commissioner's Office.	\$1,846 24	City Judge .....	\$239 49
Supt. Lands and Places.....	213 14	Keeper of Dog Pound.....	143 49
Do Repairs and Supplies.....	324 36	Keeper of City Hall.....	829 15
Do Street Improvements.....	231 84	†Clerk of Common Council...	6,230 67
Do Roads.....	660 75	Clerk of Board of Councilmen	1,353 47
Do Lamps and Gas... ..	177 70	Commissioner of Jurors.....	52 37
Do Markets.....	1,673 53	Commissioners of Taxes.....	7 50
Do Wharves.....	83 85	Corporation Attorney.....	288 80
Do Cloaks.....	131 85	Corporation Counsel.....	1,491 64
Do Street Incumbrances.....	8 50	Committee on Roads.....	75 62
*Dep. Sup. Repairs and Sups.	1,032 52	Do Fire Department.....	342 92
Do Police Department.....	271 09	Do Railroads.....	124 99
Gen. Sup. Police Department.	398 42	Do Finance and Police.....	83 75
Collector of Assessments.....	910 77	Do Laws and Ordinances....	50 25
City Inspector .....	2,849 43	Do Assessments .....	103 75
Inspector of Vessels.....	20 25	Bureau of Records and Sta-	
Inspector of Sidewalks.....	90 15	tistics.....	1,032 01
Sanitary Inspector.....	1,503 38	Receiver of Taxes.....	1,688 68
Office of Mayor.....	1,217 20	Croton Aqueduct Board ....	70 15
Do of Sheriff.....	2 00	City Library .....	236 26
Do of Comptroller.....	839 90	City Chamberlain.....	169 50
Do of District Attorney.....	40 88	Registry of Records.....	157 70
Do of County Clerk.....	145 33	Public Administrator....	194 62
Do of Coroner .....	195 73	Cable Celebration .....	238 50
Do of Recorder.....	21 50	Joint Committee on Accounts	1,142 49
Grand Jury room .....	6 70	Election Expenses .....	387 50
Constables' room.....	15 77	Detective Police.....	6 75
Marine Court.....	133 97	Chief Clerk, Police Depart...	5 00
Common Pleas do.....	43 72	Crystal Palace.....	50 64
City Hall Police do.....	3,461 46	Chief Engineer, (F. D.).....	5,396 50
First District Court.....	2,556 26	Board of Engineers do.....	32 62
Second do.....	3,004 64	Fire Marshal .....	169 49
Third do.....	1,174 34	Fire Wardens.....	181 62
Fourth do.....	1,915 68	Fire Telegraph.....	67 44
First District Civil Court...	646 49	Jefferson market bell tower..	92 05
Second do do .....	508 28	Union market do .....	49 17
Third do do .....	1,875 73	Essex market do .....	11 28
Fourth do do .....	1,106 17	Macdougall street do.....	55 12
Fifth do do .....	1,367 06	Fifty-ninth street do.....	6 25
Sixth do do .....	1,231 26	Marion street.....	10 00
Seventh do do .....	1,588 60	Thirty-third street do .....	44 86
Superior Court.....	102 94	Twenty-second street do ....	14 21
Court of Sessions.....	318 00	Eighty-fifth street do.....	35 59
Court of General Sessions....	34 50	Fourth avenue do .....	7 00
Cols. Pinckney, Voshurgh, &c.	30 78	Post Office do.....	22 44
New York University.....	60 36	City Hall do.....	60 06

\* Item marked \* to Deputy Superintendent of Repairs and Supplies, includes all pay rolls, vouchers, &c., which have been delivered to the different departments, in small amounts, for which no receipts were given and no account made—hence this amount.

† Item marked † to Clerk of Common Council, includes all repairs made in the Board of Aldermen's room and Clerks' room, with refurnishing, etc., etc.

Mount Merris bell tower.....	\$18 57	Hose company No. 14.....	\$28 97
Firemans' Hall.....	4 86	Do do 16.....	40 39
Engine company No. 1.....	53 24	Do do 17.....	14 40
Do do 2.....	22 92	Do do 18.....	68 48
Do do 4.....	110 69	Do do 19.....	24 45
Do do 5.....	17 35	Do do 20.....	14 44
Do do 6.....	66 24	Do do 21.....	34 73
Do do 7.....	240 54	Do do 22.....	18 75
Do do 8.....	22 51	Do do 23.....	66 39
Do do 9.....	80 88	Do do 24.....	14 54
Do do 10.....	48 95	Do do 25.....	28 29
Do do 11.....	75 06	Do do 26.....	9 14
Do do 12.....	5 60	Do do 27.....	14 73
Do do 13.....	16 60	Do do 28.....	233 82
Do do 14.....	47 82	Do do 29.....	110 22
Do do 15.....	27 69	Do do 30.....	47 43
Do do 16.....	12 34	Do do 31.....	35 07
Do do 17.....	88 39	Do do 32.....	36 23
Do do 18.....	98 84	Do do 33.....	60 00
Do do 19.....	29 98	Do do 34.....	23 90
Do do 20.....	14 89	Do do 35.....	12 64
Do do 21.....	104 03	Do do 36.....	13 93
Do do 22.....	52 11	Do do 37.....	39 38
Do do 23.....	27 88	Do do 38.....	20 20
Do do 24.....	61 23	Do do 39.....	50 86
Do do 25.....	73 24	Do do 40.....	32 61
Do do 26.....	40 95	Do do 41.....	152 25
Do do 27.....	22 75	Do do 42.....	33 85
Do do 28.....	270 67	Do do 43.....	16 82
Do do 29.....	47 95	Do do 44.....	43 73
Do do 30.....	55 64	Do do 46.....	17 88
Do do 31.....	65 23	Do do 47.....	76 21
Do do 33.....	92 64	Do do 48.....	63 16
Do do 34.....	57 38	Do do 49.....	17 50
Do do 35.....	275 05	Do do 50.....	25 07
Do do 36.....	62 15	Do do 51.....	45 77
Do do 37.....	5 66	Do do 52.....	127 83
Do do 38.....	78 26	Do do 53.....	6 82
Do do 39.....	95 18	Do do 54.....	9 00
Do do 40.....	37 30	Do do 55.....	37 36
Do do 41.....	20 22	Do do 56.....	18 35
Do do 42.....	54 00	Do do 57.....	95 79
Do do 43.....	19 92	Do do 58.....	52 27
Do do 44.....	42 01	Do do 59.....	45 32
Do do 45.....	12 45	Do do 60.....	52 73
Do do 48.....	26 81	Do do 61.....	25 66
Do do 49.....	15 20	Do do 62.....	20 42
Do do 50.....	12 19	Hook and ladder Co. No. 1..	95 34
Do do 51.....	16 46	Do do 2..	40 20
Hose company No. 1.....	38 42	Do do 3..	38 17
Do do 2.....	39 69	Do do 4..	91 41
Do do 3.....	17 01	Do do 5..	35 53
Do do 4.....	17 97	Do do 6..	89 98
Do do 5.....	113 49	Do do 7..	23 14
Do do 6.....	64 46	Do do 8..	35 41
Do do 7.....	22 55	Do do 9..	55 79
Do do 8.....	8 29	Do do 10..	94 88
Do do 9.....	22 25	Do do 11..	32 30
Do do 10.....	56 64	Do do 12..	134 12
Do do 11.....	32 50	Do do 13..	19 32
Do do 13.....	8 20	Do do 14..	39 98

Hook and Ladder Co. No. 15.	\$39 80	Councilman Van Tine .....	\$165 00
Precinct No. 1.....	320 84	Do Galpin.....	15 00
Do 2.....	149 18	Do Ross.....	15 00
Do 3.....	38 26	Do Dunn.....	161 00
Do 4.....	47 95	Do Frazer.....	118 50
Do 5.....	75 62	Do Costello.....	50 00
Do 6.....	376 38	Do McGarren .....	187 75
Do 7.....	115 45	Do Cornell.....	120 00
Do 8.....	96 69	Do Bickford.....	151 00
Do 9.....	356 86	Do Mulligan .....	211 62
Do 10.....	66 91	Do Arcularius.....	148 00
Do 11.....	134 34	Do Haswell .....	15 00
Do 12.....	68 53	Do Rhodes.....	50 00
Do 13.....	70 72	Do Crawford.....	44 00
Do 14.....	114 98	Do McCarthy .....	62 37
Do 15.....	65 18	Do Nolan.....	10 00
Do 16.....	117 01	Mayor.....	116 00
Do 17.....	736 53	Alderman Adams.....	45 00
Do 18.....	95 86	Do Stevens .....	80 00
Do 19.....	86 93	Do Reed .....	33 50
Do 20.....	163 47	Do McSpedon.....	60 00
Do 21.....	39 24	Do Tusomey.....	120 00
Do 22.....	79 48	Do Hoffmire.....	20 00
Harbor police 23.....	2,272 67	Do Clancy.....	135 00
Do 24.....	166 23	Do Starr .....	26 00
Do 25.....	310 33	Do Boole .....	69 50
Exempt engine company. ....	24 82	Do Willmot.....	40 00
Assistant Engineers.....	243 28	Do Bradley.....	27 25
Councilman Brady .....	209 42	Do Lynes .....	30 00
Do Platt.....	113 50		
Do Bunce.....	55 00		
Do Genet.....	75 00		
		Total.....	<u>\$77,632 11</u>

The above charges to the members of the Common Council were for the use of Committees, and ought not properly to have been charged to them individually.

JOHN RICHARDSON.

## BALANCE.

Amount of repairs done and supplies furnished by the Deputy Superintendent of Repairs and Supplies, to the different offices and departments, as per account here-with .....\$77,632 11  
 Amount of goods on hand, including office furniture and property, on Ludlow street and Fulton street..... 3,263 21

Total.....\$80,895 32

Amount drawn by Deputy Superintendent of Repairs and Supplies, from May 1st, 1858, to Dec. 31st, 1858:  
 For Printing.....\$26,334 40  
 Stationery.....14,300 34  
 Contingencies.....7,039 26  
 Supplies to public offices.. 6,792 00  
 Police Department.....1,160 12  
 Public markets.....569 10  
 Roads and avenues.....538 68  
 Repairs to pub. buildings. 6,702 26  
 Fire Department.....10,026 52  
 Lands and Places.....813 61  
 City Inspector.....468 10  
 Lamps and Gas.....396 44  
 Mayor's Contingencies... 175 50  
 Alms house.....5 00  
 Public Health .....15 00  
 Wharves, Piers and Slips. 611 23  
 Election Expenses.....1,416 75  
 Worth Monument .....34 02  
 Macadamizing 2d avenue. 31 16  
 Charges on arrears taxes. 90 00  
 Charges on arrears asses. 58 00  
 Goods taken from Ludlow street .....707 21  
 Goods remaining at do., subject to, and under control of Deputy Superintendent.....1,562 61  
 Goods received f'm Comptroller Flagg, and delivered to different departments.....900 96  
 Goods on store at Fulton street .....217 00

Total.....\$80,895 32

Of the city property, stationery, tools, &c., in the hands of the Deputy Superintendent of Repairs and Supplies, the following is a correct inventory.

*INVENTORY of property in the hands of Deputy Superintendent of Repairs and Supplies, in store at No. 3, City Hall:—*

14 Tin candle sticks, 6 cts....	84	4 * 1 Quire cap time book....	50
3 Water coolers, \$6 50.....	19 50	1 Reg. incumbrances S. D....	\$9 00
37 Dust brushes, 2s.....	9 25	3 Small port-folios.....	4 50
8 Window brushes, 34 c.....	2 72	2 Large do.....	4 00
26 L. H. scrub. do., 43 c.....	10 92	1 Russia do.....	2 50
27 Small do., 25 c.....	6 75	6 Quires engross. paper.....	1 80
30 White-wash do., \$10 doz....	25 00	2½ Reams envelope do.....	10 00
25 Feather dusters, small, \$9		10 do letter do.....	25 00
dozen.....	18 75	4 do do do.....	9 80
9 Do do large.....	13 50	1½ do cap do.....	4 50
19 Birch brooms, 4 c.....	76	4 Padlocks.....	16 00
3 Pope's heads.....	3 00	1 Gross rubber rings.....	3 75
23 Paper hushets, \$1 50.....	34 50	79 Boxes notarial seals.....	1 90
54 Whisk brooms.....	6 75	5 Pen wipers.....	63
11 Mops.....	2 75	3 Letter stamps.....	50
26 Axes.....	43 50	1 Parallel ruler.....	75
3 Lath hatchets, 4s.....	1 50	3 Ebony do.....	1 63
6 Hammers, 3s.....	2 25	Half doz box rubber.....	9 00
5 Towel rollers.....	63	1 Metal inkstand.....	1 00
10 Large shovels.....	7 50	4 Cups and sponges.....	2 00
9 Fire do.....	1 35	9 Red inkstands.....	1 50
1 Hand saw.....	2 60	8 Bottles red ink.....	1 10
9 Brass lanterns.....	22 50	1 Box pure rubber.....	2 00
7 Palls, 3s. 6d.....	3 06	3 do. Gillet's best pens.....	1 12
303 lbs. hard soap, 8 cts. lb....	24 24	1½ Gross pen-holders.....	4 34
4 Tumbler drainers.....	6 00	16 Boxes Cutter & Towers.....	6 00
7 Earthen wash dishes.....	3 50	1 do Albata pens.....	50
1 do pitcher.....	75	30 do Cutter & Tower B. L.	
5 Spittoons.....	2 50	pencils.....	11 25
105 Twine balls, 4 c.....	4 20	5 Boxes Gillet's small do.....	1 87
4 Tin cups, 8 c.....	* 32	12 Doz. ba'l pens, small.....	4 50
6 Dnst pans.....	84	7 Boxes 363 pens.....	7 00
42 Pokers.....	5 25	3 do 303 do.....	3 00
3 Ash kettles, \$2 50.....	7 50	1 do Washington pens.....	1 00
1 Gallon sweet oil.....	2 50	2 do Riser pens.....	1 50
2 Mats.....	2 00	4 Gross Amalgam do.....	4 00
2 lbs Castile soap.....	32	6 Daily calendars.....	3 00
11 Oil cans, 3s.....	4 13	13 Paper folders.....	1 75
Half gross matches.....	38	1 Desk knife.....	37
5 Quires emery paper.....	1 00	10 Doz. Faber pencils, 70.....	7 00
1 Small water pot.....	63	16 Pack. mem. hooks, small..	3 75
1½ Ream yellow paper.....	7 75	4 do do do large..	1 00
Half ream trans. blotting.....	13 50	2 Tape lines.....	3 75
500 Buff envelopes.....	1 25	1 Gross Faber pencils.....	7 50
500 White do. do.....	2 25	3 Sand boxes.....	30
1,275 Buff do.....	4 25	12 Wafer boxes.....	30
2½ Reams blotting paper.....	11 25	1 Box seals.....	25
14 Bottles Arnold's liquid.....	14 63	27 Boxes small wafers.....	2 70

\* Items marked \*, prices as charged by George Boyd, recovered by judgment against city.

5 Tea bells.....	\$1 00
1 Package pins.....	1 00
13 Doz. tape, ass.....	13 50
1 Pair small shears.....	1 25
4 Doz. ref. files.....	12 00
2 Rubber inkstands.....	1 50
6 Bot's red copying ink.....	1 50
8 10-12 doz. silk taste.....	3 25
6 Note boxes.....	3 75
6 Bottles mucklage.....	1 50
5 Envelope boxes.....	3 75
1 Extra do.....	1 00
37 Boxes quill pens.....	13 75
17 Pen racks.....	6 30
14 do bridgos.....	5 82
2 Screw-drivers.....	75
5 Hammers.....	1 90
50 Harp bill files.....	9 50
10 Com. do.....	2 75
9 Eagle paper clip's.....	4 50
4 Paper weights.....	1 50
100 Voucher sheets.....	6 50
1 Voucher book.....	11 50
3 * 4 qr. Blank books.....	4 50
6 Receipts coal and wood book	90 00
1 do. Police Depart. book	10 00
1 do. abstract voucher do.	12 00
1 do. public offices do....	7 00
1 do. Fire Depart. do.....	12 50
1 do. carriages do.....	7 50
1 * 5 qr. blk. letter book....	1 83
3 Journals.....	18 00
1 Ledger.....	8 00
1 do.....	9 00
3 Journals.....	20 00
1 do.....	6 00
1,800 Buff letter envelopes....	45 00
5,000 Doc. envelopes.....	25 00
4 Egdet. machines.....	14 00
7 Glass inkstands.....	5 25
1 Metallic do.....	1 00
8 Pen racks.....	3 00
3 Sponges and cups.....	1 50
4 Paper clips.....	1 00
4 Harp paper files.....	1 00
6 Com. do.....	75
11 Paper weights.....	1 10
1 Stove and pipe.....	31 62
1 Desk, oak.....	60 00
3 Chairs.....	6 00
5,000 Vouchers, \$10 per M....	50 00
5,000 Half cap vouchers 7.....	35 00
5,000 Reg. Police, 10.....	50 00
4,000 Judiciary, 10.....	40 00
5,000 Pay rolls, 40.....	200 00
1,000 do weeks and labor.....	20 00
File boards.....	24 00
<hr/>	
	\$1,483 60

*Property in Fulton Street.*

1 Office desk.....	\$65 00
1 Counting-house do.....	72 00
1 Office do.....	25 00
1 do chair.....	20 00
1 Lounge.....	15 00
2 Cushion chairs.....	2 00
1 Hat stand.....	18 00
<hr/>	
	\$217 00

*Property in Ludlow Street.*

18 * 4 Gall. coolers, 5.....	\$90 00
10 Ash kettles.....	15 00
6 Ladders.....	12 00
12 Boxes hard soap, 70 lbs, 8c.	67 20
4 do do infe'r, 70 do.	22 40
27 do No. 1, N. Amer, 70, 6	115 40
13 Doz. tin lanterns, 15.....	195 00
24 * 1 gall. cans, 3s.....	9 00
30 Watering pots, 8s.....	30 00
8 Doz. dark lanterns.....	120 00
30 3 gall. oil cans, 8s.....	30 00
12 Signal lanterns.....	84 00
100 Wooden spittoons.....	20 00
14 lbs. lamp wick.....	4 20
13 Gas shades, 2s.....	3 25
2 Doz. oil fillers.....	9 00
6 Water pails, 6s.....	4 50
3 Tin water pails, 4s.....	1 50
2 Doz. pitobers, \$9.....	18 00
4 do spittoons, \$6.....	24 00
1 do basins.....	9 00
1 do hammers.....	6 75
4 do band-cuffs.....	63 00
8 do spittoons.....	72 00
2 do shovels.....	20 00
2 do padlocks.....	12 50
3 do white-wash brushes.....	30 00
2 do scrub. do.....	6 00
6 Step ladders.....	18 00
7 doz. tin cups.....	6 16
1 do quart do.....	2 25
1 do bells 10s.....	22 25
8 Sets hose.....	144 00
4 Doz. L. H. brushes.....	48 00
Half doz. feather dusters.....	4 50
3 Doz rakes.....	18 00
2 do bees.....	10 00
2 do dust. brushes.....	9 00
Half doz. straps.....	4 50
24 Pickaxes.....	30 00
24 do handles.....	3 00
1 do grass mats.....	18 00
1 do towel racks.....	2 25
4 Office chairs.....	6 00
4 do stools.....	4 00

\* Items marked \*, prices as charged by George Boyd, recovered by judgment against city.

2 Large tin oil cans.....	20 00	Property in City Hall.....	\$1,433 60
1 Stove and pipe.....	12 00		
1 Desk.....	25 00	Do. " Fulton street....	217 00
1 do table.....	25 00		
1 Letter press.....	7 00	Do. " Ludlow do ....	1,562 61
1 Small desk.....	2 00		
1 Doz. crowbars.....	18 00	Total.....	<u>\$3,263 21</u>
1 Small stove.....	7 00		
	<u>\$1,562 61</u>		

As all suggestions for the better transaction of public business in the bureau have been already incorporated in the amended ordinances, re-organizing the Street Department, and as the adoption of those ordinances has, in my judgment, given this bureau all necessary facilities for the correct and speedy transaction of public business, and gone far to relieve it from all the difficulties which have attended it in the past, I have no further suggestions to make.

Very respectfully,

JOHN RICHARDSON,

*Deputy Sup't of Repairs and Supplies.*

STREET DEPARTMENT,  
BUREAU OF LANDS AND PLACES,  
New York, Dec. 31, 1858.

G. W. SMITH, Esq., *Street Commissioner*:

SIR:—In reply to your letter dated the 8th instant, calling on me to report the state in which I found this bureau on my appointment by Mr. Edward Cooper, (April 30, 1858,) the present state of the duties under my charge, the records of business now kept, together with any suggestions for the speedier and more secure transaction of public business hereafter, I would respectfully answer:

That on taking possession of the duties of this bureau, I could nowhere find any books or records of business transacted prior to my appointment, and consequently can only state what works have been undertaken, and their present condition under my own management. Certain bills and claims which were sent in against this bureau for work alleged to be done, and supplies alleged to be furnished during the contested administrations of Messrs. Devlin and Conover, I referred to the Street Department for examination and report by the proper accountant. From Mr. W. H. Hibbard, who claimed possession of this bureau, under the appointment of Mr. Conover, I received about twenty or thirty dollars worth of old tools and implements, which had been used by the city.

The books and records at present kept in this bureau, are—

A Time Book, in which I enter the names of the men employed, the number of days they are at work, the jobs  
a re engaged on, and their rates of compensation.



A Letter Book, in which are entered copies and abstracts of all letters received and written on official business.

A Receipt Book, in which are kept records of all bills for materials furnished and pay rolls, for which vouchers have been drawn, with certificates of payments for such as have been paid by the Comptroller. Much the greater part, however, of the materials used in this bureau, are drawn on requisition from the Deputy Superintendent of Repairs and Supplies.

There are no contracts now in force with this bureau, as all the repairs and improvements falling under my charge are within the \$250 provision of the charter of 1857.

Subjoined is a statement of the various parks and places under my charge, with the work done on each since the date of my appointment, and the cost of the several jobs, apart from the labor.

#### CITY HALL PARK.

The flag-ways, from Beckman street to Broadway, has been raised up and relaid, and the parade ground in front of the City Hall, new sanded, at a cost of \$85. The chains, gates and posts throughout the Park have been put in complete order, at a cost of \$44 57. Five hundred loads of mixed sand and loam taken from Chambers street side, have been spread over the sidewalks; and the cisterns in the Park have been secured with heavy lumber, at a total cost (for the cisterns) of \$27 10. For boxing trees in the same park, to prevent injury, I have paid by voucher \$31 56. There are two men permanently employed on this park at \$1 50 per day each.

## WASHINGTON SQUARE.

This park was very much dilapidated on my taking charge thereof. 2,780 superficial feet of the flag-ways have been taken up, filled in and relaid, at a cost of \$97 30. Three hundred and twenty-five loads of new sand have been spread over the walks, at a cost of \$146 25. I have also put down in this park 4,150 superficial feet of gutter and drains around the main walks, at a cost of \$750, chiefly expended in labor. The trees have been clipped and trimmed; decayed trees and branches removed and the shrubbery now set in more advantageous position. The grass around the sidewalks had been so cut up and destroyed, that the entire borders, (about 8,000 feet long by 12 feet wide) had to be dug up, and newly sown with grass and cloverseeds. The edge of this border had to be sodded with new and firm turf; and I had the chains and gates repaired, at a cost (for these) of \$42 81. Two men are also employed on this park at \$1 50 each per day.

## UNION SQUARE.

This park was in a very bad and filthy condition—as I found it; the flag-ways had sunk beneath the walks, and were water trenches in wet weather. The borders also have been trampled and destroyed. 1,800 feet of flag-ways has been lifted and reset, at a cost of \$63; eighty-five loads of sand, well mixed with foundry ashes, have been spread and packed over the walks, at a cost of \$44. The gates and chains have been repaired, and new locks, keys and chains, furnished for gates not previously in use, at a cost of \$128 02; and a hydrant has been placed close by the fountain, at an expense of \$37 55. There are two men

who have charge here at \$1 50 each per day, who do all the labor and gardening connected with the square, as in the other parks.

#### STUYVESANT PARKS—EAST AND WEST.

In these parks the flower-beds have been bordered, raised filled, and the walks put in good order, and covered with a mixture of sand, mould and foundry ashes, after which they were well rolled, and the grass borders trimmed, at a cost of \$216 53. Some repairs to the iron work were made. at a cost of \$5 91; and such of the trees as needed the same, were boxed at a cost of \$25. Two laborers are employed in each of these parks at a cost of \$1 50 each per day, to attend to the gardening, labor, and keep the places in order.

#### MADISON SQUARE.

The wooden railing in this park is constantly in need of repairs, and the walks were in a deplorable state on my appointment. I have had the railing painted, at a cost of \$126 02, and have carted away about two hundred and fifty loads of rubbish, broken bottles, bricks, oyster shells and stones, from the paths and grass plats. Fresh materials have been supplied for the walks, and they are now in tolerable order, but will require a thorough overhauling so soon as the frost gets out of the ground next spring. There are two laborers employed here at a cost of \$1 50 per day each.

#### PARK AT 123d STREET AND 3d AVENUE.

This park was wholly neglected, and has demanded a great deal of care, for its trees, shrubs, &c. The wooden railing round it has been painted, at a cost of \$95 20. No laborers permanently engaged here.

## TOMPKINS SQUARE.

There is a contract now in force with the Street Department for the erection of an iron railing, posts, coping and foundations around this park, dated 21st of October 1858, Marcus Eidlits, contractor, stipulating to furnish materials and complete the work for a total cost of \$28,000, and to have the same finished within four months from date of contract. Pending this, I have made such arrangements as were possible for the preservation of the public property in this park. There are two laborers employed here at a cost of \$1 50 per day each.

## WORTH MONUMENT.

There is a contract in the Street Department, now waiting confirmation, for erecting a railing round this obelisk. Pending its going into operation, I have fenced in the monument roughly, at a cost of \$43 29. No men are employed here.

## BATTERY PARK.

Much labor has been expended on this park, in cleaning and repairing its walks, filling up holes, removing nuisances, and clipping and trimming its trees, at a cost (over and above the cost of labor) of \$48 74, for materials. Two men are kept busily employed here all the time at \$1 50 each per day.

## DUANE STREET PARK.

This park is now in excellent condition, the shrubs and trees well taken care of, and the railing repaired at a cost of \$23 44. No men permanently employed here.

## WEST BROADWAY PARK.

I found this piece of ground in a very wretched state, but have had it cleaned, put in good order, and its shrubs and young trees protected. No men employed here permanently.

## FIVE POINTS PARK.

This piece of ground was also very filthy and dilapidated when it passed under my charge. I have had the walks cleaned and graded, and fresh seed put down. The wooden railing round this is being constantly broken and carried away for firewood, by the poor people in the neighborhood; and a recommendation has been made to have this enclosed with an iron railing, as the only means of protection. No labor employed here.

## CHRISTOPHER STREET PARK.

This ground was also very neglected and dirty on my taking charge of it. It has been improved and well taken care of, new sanded, and the walks set in order. No labor employed here.

## ABINGTON SQUARE.

This enclosure was choked with weeds, and greatly in need of care. It has been cleaned and put in good order, the shrubs and trees trimmed and earthed, and the flower-beds dug over and new sown.

In addition to the men set down as constantly employed on particular parks, I have been obliged to employ extra help by the day, ranging from fifteen men at present employed, to thirty-eight in the busiest season of the year, at \$1 50 each man per day, together with the services of

one carman for removing rubbish, and furnishing materials to the different parks, at \$3 per day. This labor-force I have moved from place to place, as their services were required, and am happy to believe that the parks have not been for many years in as good a state as they are at present, although I hope to be able to make still greater improvements next spring, which is the proper time for radical alterations and improvements. To assist me in these operations, I have found it necessary to employ one foreman, (a practical gardener, as I am myself,) at \$2 per day for his services.

For grass, clover and other seeds, I have expended during the season \$62 08. I have also had signs painted for the parks, warnings to trespassers, &c., at a total cost of \$78 40, and have also had to spend \$12 for the purchase of snow-shovels and scrapers.

Subjoined is a statement of my pay rolls for labor, including the sixteen men permanently employed on particular parks, since the date of my appointment, viz:

20	men, 10 days each, up to May 1st, 1858.....	\$319 75
32	" 2 weeks " " 15th " ....	507 75
35	" " " " 29th " ....	516 35
35	" " " June 12th " ....	510 37
33	" " " " 26th " ....	540 75
32	" " " July 14th " ....	543 74
35	" " " " 29th " ....	550 12
34	" " " Aug. 7th " ....	575 25
38	" " " " 22d " ....	670 86
32	" " " Sept. 4th " ....	544 85
32	" " " " 18th " ....	556 85
32	" " " Oct. 2d " ....	563 24

34	men, 2 weeks, [up to Oct. 16th, 1858....	567 71
34	" " " 30th " ....	569 25
34	" " " Nov. 13th " ....	579 75
31	" " " 27th " ....	538 50
31	" " " Dec. 11th " ....	524 62
32	" " " 25th " ....	499 36
		<hr/>
		\$9,679 07

The total amount of the appropriation for Lands and Places for the current year, ending 31st of December, 1858, appears to be \$25,000; of which, I found that \$7,150 41 had been paid out by the Comptroller previous to my appointment, on vouchers not sent in by me. The total expenditures which I have made for the year, including the pay rolls above recited, the bills for particular small repairs to parks set forth under their appropriate heads, and amounting to an aggregate of \$1,876 76, and the amount of bills incurred but not yet sent in, amounting probably to \$500, will reach a total for the year (as closely as I can estimate) of \$12,355 83, which, with the \$7,150 41 paid by the Comptroller previous to my appointment, will make a total expenditure for this year, ending December 31st, of \$19,505 83, leaving an unexpended balance or surplus of the appropriation not used, amounting to \$5,494 17, in the best judgment I can form.

All of which is respectfully submitted,

(Signed) THOMAS BYRNES,  
Supt. of Lands and Places.

## BUREAU OF LAMPS AND GAS,

December 31, 1858.

G. W. SMITH, Esq., *Street Commissioner*:

SIR:—Your letter of the 8th instant has been received, and its contents noted. You therein call upon me to report,

1st. The condition in which this Bureau was found on the assumption of office by the late Street Commissioner.

2d. The present state of its books, records and papers.

3d. The business which has been done in it since the 19th of April last, and

4th. That I should suggest any improvements in the working of the office business which may appear expedient.

In reply to the first question, I would state that the only books or records which have come into my possession relating to the past business of the Bureau, are a Complaint Book, Contract Book, Order Book and Journal, which bring down the business of the office only to June, 1857. Between that date and my appointment, 1st May, 1858, there is a total blank, and I am consequently unable to give any statement of its business previous to the latter date. All such information as I was able to glean from various sources relative to claims and bills arising under the contested administrations of Mr. Conover and Mr. Devlin, was referred to the accountant special-employed by the late Street Commissioner (under a resolution of the Common Council) to examine and report upon such claims.

In reply to your second question, I would state that



since the Bureau has passed under my charge, 1st May, 1858, the following records of official business have been established, pursuant to instructions received from your department, and are kept constantly posted up, so that all details of our business are open to your inspection. These records are,

1st. An Appointment Book, in which the names of all all persons employed in the Bureau are entered, the date of their appointment and the amount of compensation.

2d. A Complaint Book, in which are entered all reports from lamplighters, inspectors and citizens, as to any irregularities in the business over which this Bureau exercises charge.

3d. A Resolution Book, in which we copy and index all resolutions of the Common Council referring to this Bureau.

4th. An Order Book, in which all orders for work issued by this Bureau are entered, with the name of the party to whom the order has been entrusted.

5th. A Letter Book, in which all letters issuing from the Bureau are entered.

6th. A Letter Book containing summaries of all letters received, with references to the original on file.

7th. A Time Book, in which the time of all workmen employed by the day is recorded.

8th. A Contract Book, in which all contracts made are entered, together with copies of the specifications.

9th. A Ledger, in which separate accounts are kept with every individual and company having business relations with this bureau.

10th. An Abstract Book, in which abstracts of all certified vouchers are entered before leaving this office.

11th. A Balance Book against the appropriation for lamps and gas, showing the amounts for which vouchers have been issued by this Bureau, and the balance which should be in the Comptroller's hands, if not otherwise expended.

12th. A Book of Materials, in which are entered all materials received under appropriate headings, specifying the kind, quantity, quality and cost of the articles received.

13th. An Order Book, in which are entered all orders for replacing or repairing cocks, tubes and burners in the public lamps. [With reference to the item referred to in this paragraph, I would state that the New York Gas Company is the only one which makes these requirements on this Bureau. The matter will be noticed further in its appropriate place.]

#### AMOUNTS NOW PAID FOR LIGHTING THE CITY.

In reply to your third question as to the present state and amount of business in this Bureau, I submit the following statement:—

The total appropriation for lamps and gas for the year ended 31st December, 1858, amounted on the Comptroller's estimate to \$460,634 00. To which must be added an unexpended balance of \$43,000 from the appropriation of the year ended 31st December, 1857, re-appropriated by resolution of the Common Council.

The estimate made by the New York Gas Company of its probable charges for the past year,

Amounted to . . . . . \$105,384

Being for 3,250 street lamps at \$25 78 $\frac{2}{3}$

per lamp per annum . . . . . \$83,806

An addition likely to be required of 100

lamps at the same, . . . . . 2,578

For fitting and repairing lamps . . . . . 2,000

Supplying light to city hall, halls of justice and all other public buildings within their district, except the buildings belonging to the Fire Department . . . . .

17,000—\$105,384

This company still continues lighting the district of the city assigned to it under the terms of a contract dated 10th January, 1854, and which expired 10th January, 1855. This contract stipulated that the company should be paid annually by the city fifteen dollars forty-seven cents and two-tenths of a cent ( $\$15\ 47\frac{2}{10}$ ), for each and every lamp kept lighted. This contract was based on the old system of omitting to light street lamps on moonlight nights, which gave, on the old calculation, an average of two thousand three hundred hours in each year (2,300 hours) for each lamp to be kept burning. This contract contained a further provision that any extra quantity of lighting ordered by the city should be paid for at the same rate.

By resolution of the Common Council, passed December, 1853, and approved by the Mayor January 3, 1854, (seven days prior to the signing of this contract), the Commissioner of Streets and Lamps was authorized and

directed to have the streets "lighted from dark until daylight every night throughout the year," in accordance with contracts then existing between the Corporation and the Manhattan and New York Gas Companies.

This resolution has increased the number of hours for each lamp to be kept lighted annually from two thousand three hundred hours (2,300 hours) to three thousand eight hundred and thirty-three hours and twenty minutes; and therefore, taking this original contract as the basis of the present charge, the cost as present charged per lamp is correct.

This company also draws on this Bureau for repairing and refurnishing cocks, tubes and burners in its own districts—a charge not made by any other company. The company itself supplies each order which it has asked for, at prices ranging from \$1 to \$1 50 per cock, tube and burner replaced. From inquiries made, I am sure that these articles could be contracted for by the city at prices ranging from 45 to 50 cents per cock, tube and burner furnished.

The estimate made by the Manhattan Gas Company of its probable charges for the year ended 31st December, 1858, amounted to a total of two hundred and twenty-four thousand one hundred and fifty dollars. . . \$224,150  
Being for 8,398 lamps at \$25 a year,

lighting and cleaning the same,	209,950
Fittings up for 500 lamps at \$5 per lamp	2,500
Repairs . . . . .	700
Police stations, markets, public offices,	
&c. . . . .	11,000—\$224,150

This company has a contract dated 5th May, 1848, and purporting to run for twenty years. This stipulates that the lamps shall be lighted at the rate of fifteen dollars (\$15) a year "for each lamp, for the light, and for lighting and extinguishing the same," and the burners should be of a size to consume three cubic feet per hour. This contract, as in the case of the previous company, was based on the practice of not lighting lamps on moonlight nights, giving an average of 2,300 hours for each lamp to burn, and containing the same provision that any extra light ordered should be paid for at the same rate by the city. The resolution of the 3d of January, 1854, before quoted, has increased the time for each lamp to be kept lighted annually to 3,833 hours and 20 minutes, which makes the present charge at the rate agreed upon for lamps, correct.

The estimate made by the Harlem Gas Light Company for its probable charges for the past year, amounted to a total of	\$52,300
Being for 750 lamps, lighting, cleaning, extinguishing, &c., at \$28 80 per annum each lamp	21,600
For 1,000 additional lamps required during the year, say (at an average of eight months per lamp)	19,200
For setting and fitting 1,000 lamp posts at \$9 35 each	9,350
For repairs, refitting and removing posts	150
For police stations, court houses, engine and fire department houses	2,000—\$52,300

To this has been made an additional estimate and	
appropriation for casting 1,000 lamp posts .	\$10,700
For 1,000 lanterns and painting . . .	3,250
For 1,000 iron frames . . .	2,150
	<hr/>
	16,100
Which added to original appropriation .	52,300
	<hr/>
Gives a total for this company of . . .	<u>\$68,400</u>

There is a contract with this company signed 20th May, 1858, and covering from 6th of November, 1857, to 6th November, 1858, at the rates mentioned in the company's estimate.

There was a contract made with Smith D. Bellows, dated 28th February, 1854, and which expired 28th February, 1855, to light, trim, and keep clean all the public oil lamps in the city of New York, and furnish necessary oil and materials for the same; also, to furnish oil to the Fire Department, markets, prisons, station houses and all other public buildings for the sum of fifty-two thousand seven hundred dollars (\$52,700) a year.

This contract manifestly excessive under existing circumstances was never renewed; but the sum was always included in the Comptroller's estimates, and appeared on them in full for the past year.

On the 22d of September last, by directions of the late Street Commissioner, Mr. Edward Cooper, I served notice on Mr. Bellows to discontinue lighting the lamps and furnishing materials: firstly, on the ground that there was no contract with the city, and consequently no legal power to pay him; and, secondly, that the amount, though very possibly a fair price at the time of signing the original contract, was manifestly excessive in view of the decreased

use of oil lamps in the streets and public buildings. By a subsequent arrangement, between the Comptroller and Mr. Bellows, it was agreed that he should discontinue, as directed, from and after the 1st of October last, up to which time he has been paid for the past year \$33,908 01, showing a total reduction on his charge of eighteen thousand seven hundred and ninety-one dollars and ninety-nine cents (\$18,791 99), and a reduction on his contract price of \$7,490 00 for the nine months of the year ended 31st December last, in which he supplied oil, &c., as above to the city. When this contract was commenced there were probably over 3,000 oil lamps in the upper part of the city, and oil was used in many markets and public buildings where it has since been superseded by gas. It will be seen from the late Comptroller's reports that Mr. Bellows drew \$100 a month without any vouchers from this Bureau, for the use of oil-cups to burn the public oil in, over and above the estimate of \$52,700. There are now only eight or nine hundred oil lamps in the whole public service of the city; and the number is continually decreasing as gas lamps are being set up in all necessary places.

It will be seen in my report of present contracts, that a new contract has been made for furnishing such oil and oil light as is required on a scale which will keep the charges in proportion to the amounts used.

Comptroller's total estimate on which appropri-

ation for last year was based,	.	.	\$460,634
New York Gas Company,	.	.	105,384
Manhattan " "	.	.	224,150
Harlem " " with additional	.	.	
appropriation	.	.	68,400
Oils and oil lamps	.	.	52,700
Casting 1,000 lamp posts	.	.	10,000—\$460,634

In relation to the New York and Manhattan Gas Companies, I would remark that no estimate and appropriation has been made for lighting the various buildings and houses used by the Fire Department in the districts of these companies. But since the 1st of January, 1858, the Comptroller, in obedience to a resolution of the Common Council, allowed at the rate of \$40 a year to each Engine, Hose, and Hook and Ladder Company, towards the payment of their annual gas bills. There are 120 of these companies drawing at the rate of \$40 a year each, as appears by the late Comptroller's report, dated 18th October, 1858, thus making a total of \$4,800 paid out of the appropriation of lamps and gas, but not contemplated in the original estimates.

This sum, therefore, should be included in all future estimates.

It may further be remarked with reference to the Harlem and Manhattan Gas Companies, that they charge for the use of their meters in all the police stations and public buildings at rates varying from \$3 to \$4 96 per annum.

If this charge is to be continued, it would be cheaper for the city to supply its own meters to these houses.

The contracts now in force in this bureau, are as follows:

• A contract with John Kelly, dated 22d Nov. 1858, for one year, binding him to supply with oil and keep lighted and cleaned whatever oil lamps are required (about eight hundred,) at \$8 90 for each lamp per annum—the said lamps to burn an average of 2,300 hours each, as they are not to be lighted on moonlight nights. By this contract



the city will only be required to pay for the exact amount of service rendered and materials furnished, until in the course of a very few years the item will probably have disappeared altogether.

There is a contract with Alexander Brandon, dated 7th October, 1858, for repairing and re-glazing all public lamps, and keeping them in repair for one year, for the sum of \$2300.

Another contract with John Roach, dated 17th November, 1858, for casting fifteen hundred lamp posts, each post to weigh about three hundred and seventy-five pounds, and to be delivered free of expense to the city, at one and eight sixteenths of a cent per pound for all posts delivered. This makes the cost per lamp post almost exactly six dollars each, a saving of four dollars and seventy cents per post on the estimate of the Harlem Gas Company. Each post, as it is received, is weighed and recorded in this bureau.

There is a contract with Kelly & Vandervoort, dated October 18th, 1858, for three thousand gas lamps all complete at one dollar and ninety-five cents each. The price heretofore paid was two dollars and seventy-five cents each.

Your attention is called to the small reflector lamps opposite the bulkheads on the North and East rivers, many of which are without reflectors. Numerous complaints have been made by policemen and others, about these lamps. The tin plate behind the burner throws the light forward into the street, thereby leaving the sidewalks and store fronts in darkness. Having examined

the matter, I would recommend that in all these cases where a lamp is broken or a reflector destroyed, the common gas lamp should be substituted. The large reflector lamps opposite the piers, however, I deem, of essential benefit, and they should be kept in good condition.

Gas lamp posts have been set since May 1st, 1858, as follows:

The New York Gas Light Company have set and fitted up two new lamp posts in front of churches, in obedience to resolution of Common Council; have removed and re-set twenty-three lamp posts, during repairs to basins and sewers; and have removed and re-set twelve gas lamp posts, to enable parties to build vaults in front of their premises; the persons for whom the work was done in these last mentioned cases having paid the gas company the expense thereof.

The Manhattan Gas Company have set and fitted up nine new lamp posts in front of churches, in obedience to resolutions of the Common Council; have set and fitted up one hundred and fifty-four new lamp posts in the upper sections of the city, in place of oil lamps discontinued; have removed and re-set ten lamp posts, during repairs to basins and sewers; and have removed and re-set thirteen lamp posts, to enable parties to build vaults in front of their premises, the persons for whom the work was done paying the gas company the expense thereof.

Since the 1st of January, 1858, six hundred and ninety-seven oil lamps have been removed and replaced by gas; the posts and lamps used in burning the oil in these were

sold at public auction, and the nett proceeds amounted to \$240 49.

There have been thirteen hundred and seventy-five gas lamp posts painted with one coat of paint, and seven hundred and seventy-five with two coats.

On the 21st of last May, this bureau called the attention of the Street Commissioner to the number of extra burners on certain street lamps situated in front of public houses, the lighting of which was paid for by the city. In obedience to instructions received thereon, I notified the gas companies to discontinue such extra burners, and on the 20th of October the Manhattan Gas Company in some cases cut off the extra burners; and in others, at the request of the occupant of the premises, connected the extra burners with the meter used in the house. The New York Gas Company have not yet removed those in their district, but have deducted the charge for the same from their bills.

On examining the proceedings of the Common Council, I find the following resolutions relating to the work under this bureau :

1. *Resolved*, That all bills for the gas that may hereafter be burned in the various police offices, station houses, &c., under the control of the Police Department, be charged to the expenditures of the said Police Department, instead of as heretofore, to the department of Lamps and Gas.

Adopted by the Board of Aldermen, Jan'y 31st, 1848.

Adopted by the Board of Assistant Aldermen, February 7th, 1848.

Approved by the Mayor, Feb'y 10, 1848.

2. *Resolved*, That the Commissioner of Streets and Lamps be and he is hereby authorized to place not to exceed two gas lamp posts, and to cause the same to be lighted with gas before church edifices that are and continue to be used exclusively for divine services, upon proper application being made to him for that purpose by the rector, ministers, vestrymen or trustees of any church; provided that the gas mains are laid before such church edifice.

Adopted by the Board of Aldermen, Feb. 1st, 1851.

Adopted by the Board of Assistant Aldermen, Feb. 5th, 1851.

Approved by the Mayor, Feb. 12th, 1851.

3d. *Resolved*, That the Commissioner of Streets and Lamps be, and he is hereby directed to cause gas lamp posts to be set in all and every street where the gas mains are now, or hereafter may be laid, with the least possible delay.

Adopted by the Board of Councilmen, April 17th, 1854.

Adopted by the Board of Aldermen, June 7th, 1854.

Approved by the Mayor, June 8, 1854.

Under this bureau, as formerly conducted, prior to the appointment of Mr. Edward Cooper as Street Commissioner, I find the following persons were attached to this office:

One clerk, at .....	\$1,200 a year.
One clerk, at .....	800 "
Eight lamp inspectors, at .....	\$2 00 per day.
Five laborers, at .....	1 50 "

One fitter of cross heads.....	\$2 00 per day,
One keeper of oil-house.....	2 00 "
" " yard at Harlem.....	2 00 "
One weigher of lamp posts .....	2 00 "
One messenger .....	2 00 "

The persons now employed in this bureau are as follows, and for the following terms:

One clerk, at .....\$1,200 a year.

Since the discontinuance of the services rendered by Smith D. Bellows, who, by the terms of his original contract, was to light the public markets and City Hall, I have found it necessary to pay for lighting the markets at the subjoined rates:

Washington market.....	\$25 per month.
Centre do ....	20 "
Clinton do .....	20 "
Fulton do .....	20 "
Tompkins do.....	15 "
Jefferson do .....	15 "
Essex do .....	15 "
Catherine do .....	15 "
Union do.....	15 "
City Hall do.....	30 "

I also found it necessary to employ six laborers, from Aug. 1st, 1858, to Sept. 15th, 1858, for the removal of the old oil lamp-posts, which had been superseded by gas. They were paid during their term of service \$1 50 per day.

I have also found it necessary to employ two scrapers, at \$1 50 per day, to scrape the rust from gas lamp-posts, preparatory to repainting.

Many of these posts had been in use for three years, and had never been painted. Also five painters, at \$2 per day, for painting the above and other lamp-posts.

Accompanying this report you will find an abstract (marked A) of all bills relating to this bureau, and charged to the appropriation for lamps and gas, which have been paid by the late Comptroller from January 1st, 1858, to 1st Dec., 1858, without their having been certified to and vouchers drawn therefor by the Superintendent of Lamps and Gas, and amounting to a total of \$162,039 46. I desire to call your particular attention to this, in the hope that you will be able to make arrangements with the new Comptroller for the discontinuance of this irregular proceeding in the future. It is obvious that if this bureau has to wait for the Comptroller's quarterly report to know what bills have been paid and charged to the appropriation for lamps and gas, it must be impossible to keep the books of the bureau fully posted in advance of such report, and bills may be paid which, if sent to this bureau for examination, would be either cut down or found chargeable, (if at all) to some other appropriation.

Also an abstract (marked B) of all vouchers drawn and certified by myself, from May 1st, 1858, to Dec. 15th, 1858, amounting to a total of \$228,133 53, making the total expended from January 1st, 1858, to Dec. 15th, 1858, \$390,172 99.

Also an abstract (marked C) of the general expenditures of the bureau since May 1st, 1858, as taken from our vouchers, with each expenditure classed under its appropriate head.

Also an abstract (marked D) of the amounts paid for gas supplied to police stations, public markets, City Hall, bell towers, public offices, &c., from 1st January to Dec. 1st, 1858.

Also an abstract (marked E) of the probable amounts to be expended to Jan. 1st, 1859, for the month of Dec., by this bureau.

Also an abstract (marked F) of the amounts necessary to be reappropriated for contracts not yet fulfilled.

Owing to the controversy as to the office of Street Commissioner, at the time when the last annual estimates were made, the late Comptroller refused to receive an estimate from either of the persons claiming the office of Street Commissioner, and based the estimates for lamps and gas for the year ended 31st Dec., 1858, on what he himself judged to be necessary. Many small but necessary items escaped his attention in this calculation, and I would suggest that, for covering these in the future, a small contingent fund, say of \$5000, should be added to the estimates and appropriation.

It will be seen that the contract of the New York Gas Company expired on the 10th of January, 1855, and has never been renewed.

The contract with the Harlem Gas Company, which expired on the 6th November last, is in the same condition. Section 38 of the charter of 1857 provides that "whenever any work is necessary to be done to complete or perfect a particular job, or any supply is needful for any particular purpose, and the several parts of the said work or supply shall together involve the expenditure of

more than two hundred and fifty dollars, the same shall be by contract, unless by a vote of three-fourths of the members elected to each Board, it shall be ordered otherwise;" and "all contracts shall be entered into by the appropriate heads of departments, and shall be founded on sealed bids or proposals, made in compliance with public notice, advertised in such of the newspapers of the city as may be employed by the Corporation for the purpose, said notice to be published for at least ten days in each of the daily newspapers so employed; and all such contracts when given, shall be given to the lowest bidder," \* \* "who shall give security for the faithful performance of his contract."

As only one gas company is allowed in each of the three gas districts of the city, the provision of advertising for proposals, and awarding the contract to the lowest bidder, contained in the foregoing section, can be of no practical use in this particular matter, but should be complied with as a necessary formality.

In order to fulfill the law and settle the conditions between the city and these companies on a better footing, I would recommend either that advertisements with specifications be made as directed, and that no further payments be made to these companies until they shall have entered into regular contracts with the city, such as are prescribed in the charter of 1857, or that the present arrangement should be legalized by a three-fourths vote of the members elected to both Boards of the Common Council.

Respectfully submitted,

WM. GAYTE,

*Superintendent of Lamps and Gas.*



## ABSTRACT "A."

*Abstract of Bills paid by A. C. Flagg, Comptroller, on account of the appropriation for Lamps and Gas, without being certified to by the Superintendent of Lamps and Gas, during the four months ending June 30th, 1858.*

DATE.	NATURE OF PURCHASE OR EXPENDITURE.	TO WHOM PAID, OR OF WHOM PURCHASED.	AMOUNT.
March 17....	Lighting oil lamps, &c., from Jan. 7, to March 7..	Smith D. Bellows.....	\$9,533 34
" 17....	Gas lamps.....	George Stancliff.....	3,435 00
" 17....	Lamp irons.....	William B. Johnson & Co	768 32
" 31....	Supply of gas to public office.....	Emigrant Saving Bank...	155 02
" 31....	Supply of gas to public buildings.....	New York Gaslight Co...	3,867 58
" 31....	Lighting public lamps from January 1 to March 31..	Do. do ...	21,094 18
" 31....	Supply of gas to public buildings.....	Manhattan Gaslight Co...	2,257 33
April 14....	Bills for gas consumed....	Fire Engine Companies...	833 73
" 14....	Bills of gas to City Judge.	J. Carland.....	50 00
" 14....	Bill for gas, eight months to February 1, 1858....	Hook and Ladder No. 10..	26 66
" 28....	400 Gas lamps.....	George Stancliff.....	1,100 00
" 28....	Supply of gas to public buildings.....	New York Gaslight Co...	4,567 85
" 28....	Carting crossheads to Harlem.....	John Roach .....	80 00
" 28....	Gas, lighting lamps and setting posts.....	Harlem Gaslight Co.....	6,657 65
" 28....	Gas to public buildings and lamps.....	Manhattan Gaslight Co...	55,132 28
" 28....	Gas to public buildings and lamps, to Dec. 31, 1857..	Do. do. ....	21,289 21
" 28....	600 Gas lamps.....	George Stancliff.....	1,650 00
June 23....	Carting crossheads to Harlem.....	C. H. Cooper .....	117 00
" 23....	Services from January 1 to May 1.....	Eight Lamp Inspectors...	1,664 00
" 23....	Services re-setting lamp-posts, three days.....	Five Laborers.....	225 00
" 23....	Fitting crossheads Jan'y 1 to May 1.....	E. L. Murphy.....	208 00
" 23....	Keeper of Public Yard....	F. Koons.....	208 00
" 23....	Keeper of oil-house, 36 days	E. Witherell.....	72 00
" 23....	Weighing lamp-posts, Jan. 1 to May 1.....	William H. Michaels....	208 00
			\$134,730 15

*During the four months ending October 31st, 1858.*

DATE.	NATURE OF PURCHASE OR EXPENDITURE.	TO WHOM PAID, OR OF WHOM PURCHASED.	AMOUNT.
July 7....	Lighting oil lamps, month of March, 1858.....	Smith D. Bellows.....	4,766 67
" 7....	Bills of gas to July 1, 1858	Fire Department.....	2,340 00
" 21....	Supply of gas to office of City Judge.....	John Carland.....	25 00
" 21....	Lighting oil lamps, three months to June 30, 1858.	Smith D. Bellows.....	9,804 00
Aug't 4....	Glazing lamps.....	R. Rockefeller.....	17 50
" 4....	Bill of gas to July 1.....	Hose Company No. 48....	30 00
" 4....	Lighting oil lamps, month of July, 1858.....	Smith D. Bellows.....	3,268 00
" 4....	Posting notices.....	J. Loftus.....	1 50
Sept'r 1....	Do. do. ....	J. Loftus.....	4 50
" 15....	Carriage hire .....	E. Van Ranst.....	25 00
" 15....	Advertising .....	New York Daily News....	23 00
" 29....	Do. ....	New York Leader.....	10 80
" 29....	Lighting oil lamps August and September....	Smith D. Bellows.....	6,536 00
Oct'r 13....	Carriage hire .....	W. & R. Concklin.....	23 50
" 13....	Do. do .....	E. Van Ranst.....	15 00
" 13....	Bill of gas to Jan'y 26....	Engine Company No. 10..	20 00
" 13....	Supply of gas to office of City Judge to Oct. 1, '58	J. Carland.. ..	25 00
" 13....	Bill of gas to Jan. 1, 1858.	Engine Company No. 14..	20 00
			<u>\$161,685 62</u>

*During the four months ending November 30th, 1858.*

DATE.	NATURE OF PURCHASE OR EXPENDITURE.	TO WHOM PAID, OR OF WHOM PURCHASED	AMOUNT.
Nov'r 10....	Jndgment of Dayton vs. the Mayor, cleaning the office of Lamps and Gas, 1857.	J. H. Bird.....	95 22
" 10....	Carriage hire.....	Colyer & Acker.....	40 00
" 10....	do. do.....	J. C. Martin .....	24 50
" 10....	do. do.....	E. Van Ranst.....	30 00
" 10....	do. do.....	G. W. Butts.....	30 00
" 10....	Advertising.....	New York Daily News....	3 33
" 10....	Carriage hire.....	N. & R. Concklin.....	65 00
" 10....	Advertising.....	New York Leader.....	85
" 24....	Carriage hire.....	J. Heman.....	5 00
" 24....	Posting Notices.....	J. M. Marsh.....	28 44
" 24....	Carriage hire.....	E. Van Ranst.....	30 00
" 24....	Posting notices.....	J. Loftus.....	1 50
Total.....			<u>\$162,039 46</u>

## ABSTRACT "B."

*Abstract of Vouchers certified by William Gayle, Superintendent of Lamps and Gas, on account of the appropriation for Lamps and Gas, for the year 1858, from May to December.*

Number of Voucher.	Nature of Purchase or Expenditure.	To whom paid, or of whom Purchased.	Amount.
Three months ending July 31st:			
	Setting 32 lamp posts.....	Harlem Gas-light Company.	\$299 20
	Lighting public lamps.....	Do do .....	3,841 60
	Cleaning office of Lamps and Gas..	Lydia Jenkins.....	8 00
	Do do .....	Do .....	4 00
1	Making and putting up lamp frames at Bellevue Hospital, &c.....	R. H. Richardson.....	40 50
2	Keeper of the Oil House.....	Henry Roberts.....	60 00
3	Cleaning office of Lamps and Gas..	Lydia Jenkins.....	4 00
4	Supply of gas to public buildings ..	Harlem Gas-light Company	107 98
5	Lighting public lamps .....	Do do .....	1,965 28
6	Setting lamp posts and lighting public lamps, from April 1st to July 1st.	Manhattan Gas-light Company.....	51,748 76
7	Supply of gas to markets.....	Do do .....	1,017 42
8	Supply of gas to police.....	Do do .....	2,046 08
9	Lighting public lamps.....	New York Gas-light Co....	20,940 81
10	Post setting and repairing.....	Do do .....	97 50
11	Do .....	Do do .....	220 00
12	Supply of gas to police, from April 1st to July 1st.....	Do do .....	1,399 76
13	Supply of gas to markets &c., from April 1st to July 1st.....	Do do .....	2,009 48
14	Cleaning office of Lamps and Gas, two weeks, ending July 9th.....	Lydia Jenkins.....	4 00
15	Cleaning office of lamps and gas....	Do .....	4 00
Two months ending Sept. 30th:			
16	Lighting public lamps from June 30th to July 31st.....	Harlem Gas Light Company	1,965 60
17	Cleaning office of Lamps and Gas, two weeks, ending Aug. 6th.....	Lydia Jenkins.....	4 00
18	Removing old lamp posts, two weeks, ending Aug. 15th.	Pay roll T. Manuel, P. Mulane, J. Fisher, J. Ahern, J. Keelan and J. Cushing.	75 00
19	Cleaning office of Lamps and Gas, two weeks, ending Aug. 20.....	Lydia Jenkins.....	4 00
20	Lamp irons and bolts.....	Johnson & Co.....	3 89

Number of Voucher.	Nature of Purchase or Expenditure.	To whom paid or of whom Purchased.	Amount.
21	Removing old oil lamp posts, two weeks, ending Aug. 31st.	T. Manuel, P. Mulane, J. Keelan, J. Fisher, J. Ahern, P. Monahan and T. Wallace, J. Cushing.....	105 75
22	Cleaning office of Lamps and Gas, two weeks ending Sept. 3d.....	Lydia Jenkins.....	4 00
23	Lighting public lamps from July 31st to Aug. 31st.....	Harlem Gas-light Company.	1,965 60
24	One pattern gas lamp.....	William V. Adams.....	3 00
25	Removing old oil lamp posts, two weeks, ending Sept. 15th.	J. Cushing, T. Manuel, J. Fisher, T. Wallace, P. Monahan and T. Culpin..	49 50
26	Cleaning office of Lamps and Gas, two weeks ending Sept. 15th.....	Lydia Jenkins.....	4 00
27	Repairing fixtures in Essex and Union markets.....	Robert Ennever.....	6 12
28	Setting posts and lighting public lamps, from July 1st to Sept. 30th.	Manhattan Gas Light Co..	51,785 00
	One month, ending October 31st:		
29	Lighting public lamps, month of September.....	Harlem Gas-light Company.	1,965 60
30	Supply of gas to 12th Ward police, and 7th District Court.....	Do do.....	80 50
31	Lighting public lamps, from July 1st to Oct. 1st.....	New York Gas-light Co....	20,940 87
32	Cleaning office of Lamps and Gas, two weeks, ending Sept. 31st.....	Lydia Jenkins.....	4 00
33	Supply of gas to police stations to Sept. 21.....	Manhattan Gas-light Co....	1,759 77
34	Supply of gas to Firemans' Hall, markets, &c., to Sept. 21st.....	Do do.....	907 12
35	Putting in repair the public lamps..	Alexander Branden.....	200 00
36	Resetting lamp posts.....	New York Gas-light Company.....	77 12
37	Furnishing cocks, tubes and burners.	Do do.....	58 50
38	Supply of gas to City Hall, markets, &c., to Oct. 1st.....	Do do.....	2,041 38
39	Supply of gas to police stations, to October 1st.....	Do do.....	1,126 65
40	Repairs and new meters.....	Do do.....	35 73
41	Cleaning office of Lamps and gas, two weeks ending Oct. 15th.....	Lydia Jenkins.....	4 00
42	Painting public lamp posts, two weeks ending Oct. 15.....	Henry Pike, J. G. Lucas, E. D. Sumner, C. Moran, T. Muligan, J. Grover, J. Dickenson.....	101 50
43	Lighting public lamps, month of October.....	Manhattan Gas-light Co....	17,225 00

Number of Voucher.	Nature of Purchase or Expenditure.	To whom paid or of whom Purchased.	Amount.
Month ending November 30, 1858:			
44	Paints, oils, brushes, &c.....	Wm. D. Kennedy.....	200 29
45	Cleaning office of Lamps and Gas, two weeks, October 31st.....	Lydia Jenkins.....	4 00
46	100 gas lamps.....	M. Kelly & J. Vandervoort.	175 50
47	Lighting public lamps from Oct. 1st to Nov. 1st.....	Harlem Gas-light Co.....	1,965 60
48	Painting public lamp posts, two weeks ending Oct. 31st.	H. Pike, J. G. Lucas, E. D. Sumner, T. Muligan, C. Moran, J. Graver, J. Dick- enson and T. Connor....	147 75
49	Repairing and reglazing the public lamps, Oct. 7th to Nov. 7th.....	Alexander Brandon.....	191 67
50	Lighting the public markets and City Hall, month ending Oct. 31st.	J. Sherman, W. Currie, G. Taylor, C. Lynch, A. Mil- ler, P. Kettleman, M. Gayte and C. Alphonse..	190 00
51	Making four ladders.....	P. Weirich & Brother.....	14 00
52	Cleaning office of Lamps and Gas...	Lydia Jenkins.....	4 00
53	Painting public lamp posts, two weeks ending Nov. 15th.	H. Pike, J. G. Lucas, E. D. Sumner, T. Muligan, T. Connor, J. Graver, C. Moran and J. Dickenson.	110 75
54	100 gas lamps.....	M. Kelly & J. Vandervoort.	175 50
55	Repairing public lamp posts.....	Cameron, Johnson & Co...	21 88
56	Cleaning office of Lamps and Gas, two weeks ending Nov. 30th.....	Lydia Jenkins.....	4 00
57	Repairing fixtures in markets.....	Robert Ennever.....	19 51
58	Repairing fixtures in the markets...	Robert Ennever.....	36 98
59	Lighting public lamps, from Nov. 1st to Dec. 1st.....	Manhattan Gas-light Co...	17,872 35
60	Lighting the public markets and City Hall, from Nov. 1st to Dec. 1st.	J. Sherman, W. Currie, G. Taylor, A. Miller, P. Ket- tleman, M. Gayte, C. Al- phonse and C. Downey.	190 00
Half month ending Dec. 15th, 1858:			
61	Painting public lamp posts, two weeks ending Nov. 30th.	H. Pike, J. G. Lucas, E. D. Sumner, C. Moran, T. Muligan, T. Connor and J. Dickenson.....	111 75
62	200 gas lamps.....	M. Kelly & J. Vandervoort.	351 00
63	Setting posts and lighting public lamps, from Nov. 1st to Dec. 1st..	Harlem Gas-light Co.....	1,984 30
64	Repairing public lamps with cocks, tubes and burners.....	New York Gas-light Co....	60 25
65	Repairing and reglazing public lamps from Nov. 7th to Dec. 7th.....	Alexander Brandon.....	191 67
66	Lighting public lamps, from Oct. 1st to Dec. 1st, 1858.....	New York Gas-light Co....	13,950 28
67	Cast iron lamp posts.....	John Roach.....	1,564 83

Number of Voucher.	Nature of Purchase or Expenditure.	To whom paid, or of whom Purchased.	Amount.
68	Cleaning office, two weeks ending Dec 15th .....	Lydia Jenkins.....	4 00
69	120 gas lamps .....	M. Kelly & J. Vandervoort.	210 60
70	Two ornamental gas lamps.....	V. Varin.....	30 00
From Dec. 15th to Dec. 22d, 1858:			
71	Lamp irons and repairs. ....	Cameron, Johnson & Co....	15 00
72	Iron lamp posts.....	John Roach.....	1,246 10
73	Supply of gas to police, from Oct. 1st to Dec. 1st, 1858.....	New York Gas-light Co....	1,027 86
74	Supply of gas to markets, &c., from Oct. 1st to Dec. 1st, 1858.....	Do do .....	1,615 92
75	Supply of gas to police, from Sept. 20th to Dec. 16th.....	Manhattan Gas-light Co...	2,253 96
76	Supply of gas to public buildings, &c. from Sept. 20th to Dec. 16th .....	Do do ...	1,300 50
77	Fitting up lamp posts and lighting public lamps, from Nov. 30th to Dec. 31st, 1858.....	Do do ...	17,631 88
78	Painting public lamp posts, two weeks ending Dec. 15th, 1858	H. Pike, E. D. Sumner, J. Leas, T. Conner, T. Mul- igan, J. Dickenson and C. Moran.....	64 00
Total certified to December 22d, 1858, by Superintendent of Lamps and Gas.....			\$253,288 75
Add amounts paid by Comptroller, without being certified to by superintendent.....			162,039 46
Total expended .....			<u>\$415,328 21</u>

### ABSTRACT "C."

GENERAL EXPENDITURES of the Bureau of Lamps and Gas, from May  
1st, 1858, to December 22d, 1858, with expenditures classed under their  
appropriate heads.

Manhattan Gas-light Company:

Lighting public lamps to Dec. 31, 1858. \$155,232 99

Manhattan Gas-light Company:

Supply of gas to Metropolitan Police, to

Dec. 16, 1858..... 6,089 81

Manhattan Gas-light Company:		
Supply of gas to public buildings, mar-		
kets, &c., to Dec. 16 .....	3,225 04	
Manhattan Gas-light Company:		
For fitting up lamp posts to Dec. 31 ..	940 00	
Manhattan Gas-light Company:		
For repairs to lamp posts to Dec. 31 ..	90 00	\$165,577 84
Harlem Gas-light Company:		
Lighting public lamps to Dec. 1.....	\$15,634 88	
Harlem Gas-light Company:		
Supply of gas to Metropolitan Police,		
to September 21 .....	147 85	
Harlem Gas-light Company:		
Supply of Gas to public buildings, to		
Sept. 26 .....	40 63	
Harlem Gas-light Company:		
For fitting up lamp posts to Dec. 1...	317 90	16,141 26
New York Gas-light Company:		
Lighting public lamps to Dec. 1.....	55,831 96	
New York Gas-light Company:		
Supply of Gas to Metropolitan Police,		
to December 1 .....	3,554 27	
New York Gas-light Company:		
Supply of gas to public buildings, &c.,		
to December 1 .....	5,666 78	
New York Gas-light Company:		
For fitting and setting lamp posts, to		
Dec. 1 .....	207 12	
New York Gas-light Company:		
For repairs to lamp posts to Dec. 1...	77 98	
New York Gas-light Company:		
For repairs, with cocks, tubes and burn-		
ers to December 1 .....	264 00	65,602 11
Robert H. Richardson, making and putting up lamp frames		40 50
Cameron, Johnson & Co., for gas lamp irons .....		40 27

Robert Ennever, gas fitting and repairing fixtures.....	\$62 61
Alexander Brandon, repairing and reglazing public lamps.	583 34
John Roach, iron lamp posts.....	2,810 93
Kelly & Vandervoort, gas lamps.....	912 60
Wm. V. Adams, pattern gas lamp.....	3 00
V. Varin, ornamental gas lamp .....	30 00
P. Weirick & Brother, ladders .....	14 00
Wm. D. Kennedy, paints, oils, brushes, etc.....	200 29
Henry Robert, keeper of oil-house.....	60 00
Lydia Jenkins, cleaning office of Lamps and Gas.....	64 00
Nine laborers, removing old lamp oil lamp posts.....	230 25
Seven painters, painting lamp-posts to December 15th.....	535 75
Eight persons, lighting public markets and the City Hall, to December 1.....	380 00
Total.....	<u>\$253,288 75</u>

### ABSTRACT "D."

*Amount paid for Gas supplied to Police Stations, from January 1st to  
December 1st, 1858.*

		TOTAL.
1st Precinct, new fixtures.....	\$38 34	\$792 59
2d " " .....	33 98	546 98
3d " " .....	52 87	664 76
4th " " .....		476 75
5th " " .....		520 50
6th " " .....	60 33	988 08
7th " " .....		778 25
8th " rent of meter.....	4 24	497 24
9th " " .....	3 00	504 75
10th " " .....	2 48	472 98
11th " " .....	4 00	751 50
12th " " .....	1 20	451 81
13th " " .....	2 48	380 48
14th " " .....	3 00	909 00
15th " " .....	4 96	401 46
16th " " .....	1 76	438 01



17th Precinct, rent of meter.....	\$3 00	\$404 00
18th     "     "     ".....	3 00	673 00
19th     "     "     ".....	3 00	310 75
20th     "     "     ".....	2 48	406 48
21st     "     "     ".....	2 48	296 23
22d     "     "     ".....	3 10	342 60
Harbor Police.....	1 68	149 44
Corner Broome and Elm streets.....	4 00	1,204 25
88 White street.....	1 68	232 01
Amount for Police.....		<u>\$13,593 90</u>

*Cost of Gas supplied to Public Markets, City Hall Bell Towers, Public  
Offices, &c., from January to December, 1858.*

		TOTAL.
Catharine Fish market.....		\$41 75
" Meat     " repairs.....	4 02	125 50
" Country     "     ".....	3 25	217 25
Fulton Fish     "     ".....	5 40	208 75
" Meat     "     ".....	1 04	649 57
" Country     "     ".....	7 50	1,104 00
Washington market, Vesey street side, meter.....	5 00	196 25
"     " Fulton     " repairs....	13 48	893 10
Essex market, rent of meter.....	3 00	477 25
Centre     "     "     ".....	9 25	1,223 75
Clinton     "     "     ".....	3 00	747 15
Union     "     "     ".....	2 48	234 98
Tompkins     "     "     ".....	5 50	261 50
Jefferson     "     "     ".....	2 48	322 98
City Hall.....		1,645 25
Post Office bell-tower.....		85 50
Spring street bell-tower, rent of meter.....	1 76	30 01
Marion street bell-tower, do.....	1 76	38 76
Thirty-third street bell-tower, do.....	3 96	8 39
Jefferson market bell-tower.....	1 76	30 72
Hall of Justice.....		1,735 00
City Prison.....		723 42
Court House on Chambers street.....		687 75
First District Court, 82 Nassau street.....		139 50
Seventh District Court, Yorkville.....		158 56
Essex street Prison, keeper's house, rent of meter..	2 48	50 48

Essex street Prison, rent of meter.....	\$3 00	\$720 75
Jefferson market Prison, do.....	4 24	610 24
Fireman's Hall, do.....	10 00	118 00
Office of Chief Engineer.....		73 00
" City Inspector, rent of meter.....	2 10	52 35
" Superintendent Sanitary Inspection, do..	2 48	12 48
" Corporation Counsel.....		23 75
" Corporation Attorney.....		29 50
" City Judge.....		100 00
" Corporation, foot of Rivington street, rent of meter.....	3 08	12 08
Total for Public Buildings, &c.....		<u>\$13,789 27</u>

## ABSTRACT "E."

*Estimate of the probable amount to be expended to January 1st, 1859.*

## New York Gas-light Company:

Lighting public lamps, month of Dec. 1858, \$6,973 14	
For repairs.....	125 00
	<u>\$7,098 14</u>

## Harlem Gas-light Company:

Lighting public Lamps, month Dec.....	1,965 60	
Fitting up lamp posts.....	1,402 50	
Supply of gas to public buildings.....	90 50	3,458 60

## Cameron, Johnson &amp; Co.:

Lamp irons.....	202 50	202 50
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## Lighting public markets:

Month of December.....	190 00	190 00
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Painting lamp posts.....	75 00	75 00
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## Fire Department:

Bills for gas, from July 1st to Dec. 31st....	2,400 00	2,400 00
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## Kelly &amp; Vandervoort:

Gas lamps.....	200 00	200 00
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## John Roach:

Lamp posts.....	2,190 00	2,190 00
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Total due Dec. 31st, 1858.....		<u>\$15,814 24</u>
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## ABSTRACT "F."

The following amounts necessary to be reappropriated:

John Roach, for lamp posts.....	\$6,189 07
Kelly & Vandervoort, gas lamps.....	4,937 40
1,500 lamp irons.....	1,215 00
	<hr/>
	\$12,342 47



DOCUMENT No. 7.

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BOARD OF ALDERMEN,

JANUARY 31, 1859.

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The following communication from the Clerk of the Common Council, transmitting several chapters of the Revised Ordinances, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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CHAPTER

OF THE MAYOR, AND THE OFFICERS APPERTAINING TO THE  
MAYOR'S OFFICE.

ARTICLE I. *Of the Mayor.*

II. *Of the Clerks in the Mayor's Office.*

III. *Of the Marshals in the Mayor's Office.*

ARTICLE I.

*Of the Mayor.*

§ 1. The Mayor shall continue to possess the powers and execute the duties conferred and imposed upon him by the charter of the city and the various acts amending the same;

by the laws of the state; and by the ordinances and resolutions of the Common Council not inconsistent therewith.\*

§ 2. The Mayor may, whenever he shall deem it necessary, issue his proclamation for the apprehension of any person who may have committed a crime within the city of New York, and may, in such proclamation, offer a reward not exceeding five hundred dollars, to be paid out of the city treasury upon the certificate of the Mayor that the service required has been performed.\*

§ 3. The Mayor shall receive an annual salary of five thousand dollars.†

#### ARTICLE II.

##### *Of the Clerks in the Mayor's Office.*

§ 4. There shall be an officer, to be denominated the Chief Clerk, in the Mayor's office, who shall be appointed by, and hold his office during the pleasure of, the Mayor.†

§ 5. Before entering upon the duties of his office, the said Chief Clerk shall execute a bond to the Corporation, with one or more sufficient sureties to be approved by the Comptroller, in the penal sum of one thousand dollars, conditioned for the faithful performance of the duties of his office.\*

§ 6. It shall be the duty of the Mayor's Clerk—

1. To prepare and file in the Mayor's office all oaths of office required to be taken before the Mayor.\*

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\* Ord. May 30, 1849.

† Ibid., and res. April 30, 1857.

2. To take the bonds of such officers as are required to give security before the Mayor, and to transmit them to the Comptroller to be approved and filed.\*
3. To prepare all such proofs or acknowledgments of deeds or other instruments as require the official attestation of the Mayor.\*
4. To preserve and keep in the Mayor's office all books and papers which are usually filed, or which are required by law to be filed therein.\*
5. To collect and receive all fees which are incident to, or payable for, the services performed by the Mayor and mentioned in this section.\*
6. To deliver to the respective Boards all messages from the Mayor in writing.\*
7. To attend in the Mayor's office during the usual office hours, and to perform such other services as may be required by the Mayor.\*

§ 7. He shall enter in a book to be provided for that purpose, and kept in the Mayor's office, open at all convenient times to public inspection, the names of all persons from whom he may receive money as authorized by the last section, the amounts received, and on what account and when paid, and shall render an account thereof, under oath, item by item, to the Comptroller, on Thursday of each week; and shall thereupon pay over the amount so received to the Chamberlain. He shall also thereupon re-

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\* Ord. May 30, 1849.

ceive from the Chamberlain a voucher for the payment thereof, which he shall forthwith on the same day exhibit to the Comptroller, and shall at the same time leave with him a copy thereof.\*

§ 8. The Chief Clerk in the Mayor's office shall receive an annual salary of one thousand five hundred dollars.†

§ 9. There shall be three assistant clerks in the Mayor's office, who shall be severally denominated the First assistant clerk, the Second assistant clerk, and the Third assistant clerk, who shall be appointed by the Mayor, and whose several duties it shall be to attend daily at the Mayor's office, and to perform such duties as may be required by the Mayor.

§ 10. The First assistant clerk in the Mayor's office shall receive an annual salary of one thousand five hundred dollars.†

§ 11. The Second assistant clerk in the Mayor's office shall receive an annual salary of one thousand two hundred dollars.†

§ 12. The Third assistant clerk in the Mayor's office shall receive an annual salary of one thousand dollars.†

#### ARTICLE III.

##### *Of the Marshals in the Mayor's Office.*

§ 13. There shall be an officer to be called the First Marshal, who shall be appointed by, and hold his office during the pleasure of, the Mayor.\*

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\* Ord. May 30, 1849.

† Res. April 30, 1857.



§ 14. Before entering on the duties of his office, the First Marshal shall execute a bond to the Corporation, with one or more sureties to be approved by the Comptroller, in the penal sum of five thousand dollars, conditioned for the faithful performance of the duties of his office.\*

§ 15. It shall be the duty of the First Marshal—

1. To issue, and cause to be delivered or published, all notices or requisitions to the different departments or officers of the Corporation, or others, as the Mayor may direct. \*
2. To superintend, under the direction of the Mayor, the granting of all licenses requiring the Mayor's signature, and to receive the fees therefor, and to collect all fines which the Mayor may be authorized to impose.

§ 16. He shall enter in a book to be provided for that purpose, and kept in the Mayor's office, open at all convenient times to public inspection, the names of all persons from whom he may receive money as authorized by the last section; the amounts received, and on what account and when paid; and shall daily render an account thereof, under oath, item by item, to the Comptroller, and shall thereupon daily pay over the amount so received to the Chamberlain. He shall also thereupon receive from the Chamberlain a voucher for the payment thereof, which he shall forthwith on the same day exhibit to the Comptroller, and shall at the same time leave with him a copy thereof.\*

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\* Ord. May 30, 1849.

§ 17. The First Marshal shall receive an annual salary of one thousand five hundred dollars.\*

§ 18. There shall be an officer to be denominated the Second Marshal, who shall be appointed by, and hold his office during the pleasure of, the Mayor.\*

§ 19. Before entering upon the duties of his office, the Second Marshal shall execute a bond to the Corporation, with one or more sureties to be approved by the Comptroller, in the penal sum of two thousand dollars, conditioned for the faithful performance of the duties of his office.

§ 20. It shall be the duty of the Second Marshal to assist the First Marshal and Chief Clerk in the performance of their duties, and, during the absence of either, to perform his duties and such other duties as may be required by the Mayor.

§ 21. The Second Marshal shall receive an annual salary of one thousand three hundred dollars.\*

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\* Res. April 30, 1857.

REVISER'S NOTE.—A resolution passed the Common Council on 30th April, 1857, designating for the Mayor's office a Chief and three Assistant clerks and a First and Second Marshal, and fixing their salaries. It is supposed, although the former offices of Mayor's Clerk and Messenger were not expressly abolished, that the duties to be assigned to the new officers would embrace all the duties incident to the Mayor's office. No ordinance has hitherto been passed defining the duties of these officers, and the undersigned has been furnished with the organization of the Mayor's office as it is now in practical operation. There is no essential change from the former ordinance except in omitting from the duties of the Mayor's Clerk that of receiving reports of passengers (which are now made to the Commissioners of Emigration), and also omitting from the duties of the First Marshal the issuing of excise licenses and the receiving of fees, profits, &c., of the Mayor, which latter is superfluous.

## CHAPTER

## OF PARTITION FENCES AND WALLS.

§ 1. All partition fences in the city of New York shall be made and maintained by the owners of the land on each side; and each party shall make and keep in repair one half part thereof, when it can be conveniently divided.\*

§ 2. In case of any dispute between the parties, concerning the division of any such fence, or as to what part or portion of it shall be made or repaired by each party respectively; and in all cases of dispute concerning the sufficiency of any fence in the city of New York, the matter shall be determined by the Alderman and Councilman for the time being, of the district of the ward in which such partition or other fence may be situated.†

§ 3. When any partition fence cannot be conveniently divided, the same shall be made and kept in repair at the joint and equal expense of the owners of the land on each side.\*

§ 4. When the regulation of a lot, in conformity with the street on which it is situated, shall require the ground of such lot to be raised and kept up higher than the ground of the adjoining lot or lots, and a partition wall for supporting the same shall be necessary, such partition wall shall be made and maintained by the owners respectively of the land on each side; and when the same can be equally divided, each party shall make and keep in repair one-half part thereof.\*

§ 5. If any dispute shall arise concerning the division of such partition wall between the parties, or as to what part

\* Ord. of 1839, p. 253.

† Ibid. pp. 257, 258.

or portion of it should be made or repaired by each respectively, or concerning the sufficiency of any such partition wall, the same shall be determined by the Alderman and Councilman as aforesaid.\*

§ 6. Where any partition wall cannot be conveniently divided, the same shall be made and kept in repair at the joint and equal expense of the owners of the land on each side.\*

§ 7. The regulation of lots in conformity with the street shall be calculated not to exceed a descent of two inches on every ten feet.\*

§ 8. Where any owner or owners shall insist on maintaining his, her, or their ground higher than such regulation, the surplus partition wall which may be necessary to support such height, shall be made and maintained at the individual expense of such owner or owners.

§ 9. Where any such owner or owners shall insist on regulating his, her or their ground with a descent less than two inches on every ten feet, the surplus partition wall necessary to support the ground in the adjoining lot, regulated' in conformity with the preceding 6th section, shall, in like manner, be made and maintained at the individual expense of such owner or owners.†

§ 10. If any person whose duty it may be to make or repair any partition fence or partition wall, or any part thereof, in pursuance of the provisions of this law, shall neglect so to do, for six days after being requested, in writing, by the owner or occupant of the adjoining ground, it shall be lawful for such owner or occupant, to make or

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\* Ord. of 1839, p. 253.

† Ibid. pp. 258, 259.

repair such partition fence or wall, or cause the same to be done, and to recover from such person the expense of making or repairing so much thereof as ought to have been made or repaired by him or her, together with costs of suit in any court having cognizance thereof.\*

§ 11. All outside and boundary fences, and all fences erected on the line of any public road, street, lane or avenue in the city of New York, shall be at least five feet high, and shall be built of good and substantial materials, and sufficient in all respects to keep out and prevent the encroachment of cattle, sheep, hogs and other animals, and shall be kept in good repair, and of the height above-mentioned.†

§ 12. The owner or owners, lessee or lessees, tenant or tenants of any lot, piece of ground or premises upon which any fence not of the height, and that shall not be erected in the manner, and maintained at the height mentioned in the preceding section, or who having so erected the same shall not keep the same in good repair, shall not recover for any damage he, they or she may sustain from any cattle, sheep, hog or other animal, doing damage upon his, their or her premises; nor shall any cattle, sheep, hog or other animal be placed in pound for doing damage, unless such fence be erected and kept of the height, and in the manner mentioned in the 11th section.†

§ 13. In case of any dispute between the parties, concerning any fence embraced within this ordinance, or the sufficiency thereof, the matter shall be determined by the Alderman and Councilman, for the time being, of the district of the ward in which such fence may be situate.†

\* Ord. of 1839, p. 259.

† Ord. Oct. 4, 1844.

REVISER'S NOTE.—There is no alteration in this from present ordinance.

## CHAPTER

*Of the Blasting of Rocks.*

§ 1. In all cases of blasting rocks or stones within the city of New York, south of a line drawn across the island, one hundred feet northerly of Eighty-sixth street, each blast, before firing it, shall be securely covered with six timbers, of not less than four inches thick, ten inches wide and ten feet long each, to be placed over and around each charge, and to be held in place by at least three hundred pounds of large stones piled on top of them.\*

§ 2. Three minutes' notice, before firing the blasts, shall be given, by displaying a red flag on a staff, not less than ten feet high, set in a conspicuous place, within twenty-five feet of the point where the charge is placed, and also by calling out the words "a blast," several times repeated, and loud enough to be distinctly heard at a distance of two hundred feet from the point of discharge.\*

§ 3. For every violation of either of the two preceding provisions of this article, the offending party, or, if the work be done under a contract, the contractor, upon complaint and conviction thereof before a police justice, shall be liable to a fine of twenty-five dollars, and stand committed until the same is paid.\*

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\* Ord. Nov. 19, 1851.

REVISER'S NOTE.—This is without alteration from the present ordinance.

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DOCUMENT No. 8.

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BOARD OF ALDERMEN,

JANUARY 31, 1859.

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The following Annual Report of the Board of Commissioners of the Central Park, was received, laid on the table, and directed to be printed.

D. T. VALENTINE, *Clerk.*

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*To the Honorable the Common Council  
of the city of New York:*

The Board of Commissioners of the Central Park, in compliance with the provisions of the sixth section of the act entitled "An act for the Regulation and Government of the Central Park in the city of New York," passed April 17, 1857, respectfully

REPORT:

That in January, 1858, at the date of the first annual report of this Board to your Honorable Body, the preliminary surveys of the Park were scarcely completed; the breaking of the stone was continued through the earlier months of the year 1858, with the view of preparing the necessary material for the construction of roads.

It having been ascertained that many of those intending to offer designs for the Park for competition for the prizes offered, would be unable to complete them as early as the first of March, the Board deemed it expedient in order to secure the highest abilities in this department, to extend the time, within which designs would be received, to the first day of April.

The competing plans were for several weeks publicly exhibited.

The first prize of (\$2,000,) two thousand dollars was awarded to the design subsequently adopted as the plan of the Park, and, in general accordance with which the Park is now in course of construction. Mr. Frederick Law Olmsted, one of the authors of the design, subsequently received the appointment of Architect-in-chief of the Park.

It was not until about the 1st day of June last, that a force could be organized and operations commenced at the Park, with proper regard to efficiency and economy of labor. The work at the Park, accomplished up to this time, has been mainly done in the five months from July to December first, from which latter date winter weather prevents regularity of labor.

It would be difficult to communicate the exact progress made in a work of this character, still in course of construction, so as to convey an intelligible idea of the proportion of various classes of work actually done.

The thorough drainage of the part of the Park below the old reservoir is nearly completed; the Drive is, for the most part, graded, not only within the same area, but also ex-

tending to the north above the new reservoir; portions of the Drive intended as samples, have been constructed in different methods with their superstructure, in order to test the relative cost and efficiency of each; the Ride for equestrians is in progress; several miles of the walks are graded, drained and graveled, and in a condition for use.

Three bridges or viaducts over which the carriage road is carried, and under which the horseback ride is to pass, are in a state of forwardness, and promise to be structures of beauty as well of utility; the Promenade, a prominent feature of the Park, is nearly complete, with its broad walk and rows of transplanted trees of twenty years' growth. The planting of the Park with a great variety of shrubs and trees was rapidly progressing when the cold weather suspended operations.

A Lake of about twenty acres above Seventy-sixth street, is so far completed as to admit of filling it with water during the winter, and has afforded healthful amusement and recreation for thousands in skating; the lower lake at Fifty-ninth street, near the Fifth avenue, is also well advanced.

The Play-ground and the Parade-ground, are nearly complete. Numerous applications of clubs of skaters, of baseball and cricket players, for accommodations in the Park, indicate that expectations of its influence as a promoter of manly, vigorous out-of-door exercise, will be fully realized; and with the facilities that the Board of Commissioners hope to furnish for skating, curling, sleighing and sliding, it is believed that the Park will, notwithstanding the

rigor of the climate, afford amusement and attraction for the months of winter as well as of summer, for allages of both sexes.

The buildings of all descriptions that were found on the Park have, with here and there an exception, reserved for use on the Park, been sold and removed, and the proceeds of sales deposited in the treasury. Among the buildings spared, though a very inferior structure, is the Arsenal, constructed by the State, and purchased by the city. With the desire to save expense to the State, the Board has, much to the inconvenience of its business, permitted the authorities of the state to occupy a large portion of the Arsenal upon the assurance that the munitions would, before this time, have been removed to the new Arsenal; but that seems now a remote expectation; it is but ordinary justice that the State should pay a rent for the use of this building. The city was required to pay to the State for this building and the adjoining ground two hundred and seventy-five thousand dollars (\$275,000), and it is still mainly occupied by the State. The Board expect to remodel this building, and apply it to some appropriate purpose connected with the Park.

The establishment of a pound has been, to a large extent, effectual in preventing the incursions of straying animals, from which the young trees have suffered injury.

With the desire to carry on the construction of the park, in the most economical manner, and relying upon the Common Council for its co-operation in whatever would tend to this result, the Board of Commissioners of

the Central Park, in a communication to your Honorable Bodies, represented,

1st. That it would be a great saving of expense to the city, if permission were given to them, to take the surplus earth from Hamilton square, a plot of land lying contiguous to that part of the Central Park, which requires earth filling, upon which there is a surplus of earth that must shortly be removed.

2d. That liberty to take street manure for fertilizing the park, would be very desirable, inasmuch as otherwise other fertilizing matters must be purchased.

3d. That the contracts for grading the streets surrounding the park, should require the use of earth, instead of rocks, within certain specified lines, so that the trees to be planted along the line of the curb might find root.

4th. That the sidewalk of the Fifth avenue, along the park, should be arranged of the same width as at its lower end, for the purpose of giving a broad shaded walk along the park.

5th. The desirability of adding the piece of land on the north end of the park, between One hundred and sixth and One hundred and tenth streets, and the widening of the Seventh avenue, from the park to the Harlem river.

These matters were communicated to your Honorable Body early in the month of September, in order that ample time might be had for the requisite action of the Common Council, before the meeting of the legislature, and before the approach of winter.

These measures were approved by the Common Council, with great unanimity; by the Board of Councilmen, on the 24th of October, and by the Board of Aldermen, on the 21st of December.

The Commissioners of the Central Park fully expected to employ a large number of men, during the winter, when labor was readily obtainable, in the removal of the surplus earth from Hamilton square, but his Honor the Mayor, on the last day of the year, returned the resolutions to the Common Council, without his approval.

The plans of the Board of Commissioners, for work during the winter, are thus frustrated; the delay by not getting this earth, in the work at the park, is serious, and the additional cost to the city, of procuring earth, will be no inconsiderable item.

Proposals for widening Fifty-ninth street have been invited, by advertisement, based upon the probability of procuring this surplus earth; the bids are received, but cannot be awarded, owing to the inability to get the earth, and in this important part of the work of the park, the Board of Commissioners are also stayed.

The work of constructing transverse roads across the lower park, for the accommodation of traffic, and business travel, is going forward.

The question of conducting the various works at the park, by contract or by days' work, was the subject of interesting inquiry, and, after a full discussion, the Board determined, in the main, to give a preference to days' work, leaving specific cases to be decided upon as they arise.

During the past year, Messrs. James E. Cooley and Robert J. Dillon, have resigned office, as Commissioners of the Central Park, and the place of Mr. Cooley has been supplied by the appointment of August Belmont, Esq.

The Board of Commissioners of the Central Park have endeavored to establish, and enforce, the most stringent rules as to the accountability of all persons in its employ.

It is well understood, that competency, integrity and industry, are qualifications required of every person charged with any responsible duty at the park.

A report of the expenditures, during the past year, in detail, accompanies this communication, in the form of an account of the Treasurer of the Board.

Vouchers for these expenditures will be found, as required by law, in the Comptroller's office, regularly numbered and filed, for convenient reference.

By the summary of account of the Treasurer, it appears that

The balance on hand, December 31, 1858, was \$226,168 98  
Receipts from January 1, 1858 to December

31, 1858 ..... 304,661 85

Total..... \$530,830 83

Expenditures during the year ending December 31, 1858 .....

507,487 86

Leaving a balance in bank, January 1, 1859,  
of .....

\$23,342 97

The total receipts since the organization of the Commission, May 1, 1857, are as follows:

From May 1 to December 31,		
1857 .....	\$304,050	39
From January 1 to December		
31, 1858.....	304,661	85 \$608,712 24
The total expenditures since the		
organization of the Commis-		
sion, are as follows:		
From May 1 to December 31,		
1857 .....	\$77,881	41
From January 1 to December		
31, 1858.....	507,487	86 \$585,369 27
Balance in bank, January 1, 1859.....	\$23,342	97

By an arrangement with the Bank of Commerce, the deposits of the Board draw interest, the amount of which for the year, was \$2,909 97.

Curiosity and pleasure already crowd vast numbers of visitors fast upon the rugged operations of construction. The desire for healthful recreation and exercise, and the taste for the natural beauties of the park, whether in its similitude to the garden, the forest or the field, develop and increase with the opportunity for their gratification.

The Board, at this early period, amid the bustle and business of forming the structure, clearly perceive, that the high expectations of its beauty, as well as of its beneficent influence, must be disappointed, unless order and propriety are maintained supreme over every foot of its surface, and within all of its departments,

By order of the Board,

AND. H. GREEN.

*President Board of Commissioners Central Park.*

Dated New York, Jan. 1, 1859.



*Dr. The Board of Commissioners of the Central Park in account with  
ANDREW H. GREEN, Treasurer.*

Jan'y 8..	To cash paid D. H. Hart, incidental expenses, as per voucher, No. 122, on file in the Comptroller's office.....	\$66 50
Jan'y 4..	To cash paid J. B. Bacon, Surveyor, per voucher, No. 123, on file in the Comptroller's office .....	100 00
Jan'y 5..	To cash paid park-keepers, pay roll, Jan'y 1, as per voucher, No. 124, on file in the Comptroller's office.....	1,395 00
"	..To cash paid J. N. Phillips, Attorney for James Reed, for stakes and polls, as per voucher, No. 125, filed in the Comptroller's office .....	325 00
Jan'y 6..	To cash paid A. Hitecock, for powder and fuse, as per voucher, No. 126, on file in the Comptroller's office .....	101 25
"	..To cash paid Austens, for kerosene oil, as per voucher, No. 127, on file in the Comptroller's office.....	22 39
"	..To cash paid D. McDermott and others, for laying specimen wall, as per voucher, No. 123, on file in the Comptroller's office .....	15 25
Jan'y 7..	To cash paid Evening Post, for advertising, as per voucher, No. 129, on file in Comptroller's office.....	2 62
"	..Proprietors of Tribune, for advertising, as per voucher, No. 130, on file in Comptroller's office.....	42 00
"	..To cash paid S. Philbin, for gas fixtures, as per voucher, No. 131, on file in Comptroller's office.....	7 37
"	..W. C. Bryant & Co., for printing, as per voucher, No. 132, on file in Comptroller's office.....	170 45
"	..To cash paid Jacob York, for stove, fixtures, &c., as per voucher, No. 133, on file in Comptroller's office.....	35 25
Jan'y 8..	To cash paid Slote & Janes, for Treasurer's account book, as per voucher, No. 134, on file in Comptroller's office....	100 22
"	..To cash paid Hermann Gabel, draughtsman, as per voucher, No. 135, on file in Comptroller's office.....	20 00
"	..To cash paid R. L. Allen, for tools, as per voucher, No. 136, on file in Comptroller's office .....	293 66
"	..To cash paid James Scott, for steel, as per voucher, No. 137, on file in Comptroller's office.....	72 13
Jan'y 9..	To cash paid Wetmore & Co., for tools, &c., as per voucher, No. 138, on file in Comptroller's office.....	186 37
"	..To cash paid Wetmore & Co., for hammers, &c., as per voucher, No. 139, on file in Comptroller's office.....	85 44
"	..To cash paid D. K. Graham, Surveyor, as per voucher, No. 140, on file in Comptroller's office.....	293 33
"	..To cash paid John A. Bagley, Surveyor, as per voucher, No. 141, on file in Comptroller's office.....	176 00
Carried forward.....		\$3,510 23

Brought forward.....		\$3,510 23
Jan'y 9..	To cash paid Wm. Prentiss, Surveyor, as per voucher, No. 142, on file in Comptroller's office .....	46 50
Jan'y 11..	To cash paid Michael McLaughlin, axman, as per voucher, No. 143, on file in Comptroller's office.....	93 75
Jan'y 12..	To cash paid Freeman's Journal, advertising, as per voucher, No. 144, on file in Comptroller's office.....	6 12
Jan'y 13..	To cash paid M. B. Brady, for photographic maps, as per voucher, No. 145, on file in Comptroller's office.....	150 00
Jan'y 14..	To cash paid Matthew Carroll, for manure, as per voucher, No. 146, on file in Comptroller's office.....	188 00
"	..To cash paid Wm. Fraser, carpenter's work, as per voucher, No. 147, on file in Comptroller's office.....	30 01
"	..To cash paid J. Johnston, for coal, as per voucher, No. 148, on file in Comptroller's office.....	30 00
"	..To cash paid Slote & Jones, for books and stationery, as per voucher, No. 149, on file in the Comptroller's office.....	56 83
"	..To cash paid Stewart & Howell, for plastering, as per voucher, No. 150, on file in Comptroller's office .....	127 41
"	..To cash paid Wetmore & Co., for tools and implements, as per voucher, No. 151, on file in Comptroller's office .....	166 35
"	..To cash paid Mrs. Begley, for cleaning offices, as per voucher, No. 152, on file in Comptroller's office.....	7 50
"	..To cash paid Daniel Higgins, for trees, as per voucher, No. 153, on file in Comptroller's office.....	414 00
"	..To cash paid Parsons & Co., for trees, as per voucher, No. 154, on file in Comptroller's office .....	400 75
"	..To cash paid James M. Thorburn & Co., for trees, as per voucher, No. 155, on file in Comptroller's office.....	834 51
"	..To cash paid L. J. Harvey, for trees, as per voucher, No. 156, on file in Comptroller's office.....	189 25
"	..To cash paid Doughty & Brother, for carpeting, rugs, &c., as per voucher, No. 157, on file in Comptroller's office....	190 87
"	..To cash paid D. H. Hart, for postage, stamps, &c., as per voucher, No. 158, on file in Comptroller's office.....	8 35
"	..To cash paid Benjamin F. Church, Surveyor, as per voucher, No. 159, on file in Comptroller's office.....	144 25
"	..To cash paid Thomas E. Bishop, crowbars, &c., as per voucher, No. 160, on file in Comptroller's office .....	57 85
"	..To cash paid R. B. Montgomery, park-keeper, expenses, as per voucher, No. 161, on file in Comptroller's office.....	56 35
"	..To cash paid John Turner, for painting, &c., as per voucher, No. 162, on file in Comptroller's office.....	131 59
Jan'y 28..	To cash paid Thomas Hogg & Son, for trees, as per voucher, No. 163, on file in Comptroller's office.....	215 10
Carried forward.....		\$7,057 57

Brought forward .....		\$7,057 57
Jan'y 28..	To cash paid Henry Nelson, for tools, as per voucher, No. 164, on file in Comptroller's office.....	1,116 07
"	..To cash paid stone-breakers, as per pay roll, No. 7, Dec 26, 1857, as per voucher, No. 165, on file in Comptroller's off..	1,267 83
"	..To cash paid laborers, as per pay roll, No. 8, Jan'y 9, 1859, as per voucher, No. 166, on file in Comptroller's office....	5,545 31
"	To cash paid stonebreakers, as per pay roll, No. 9, Jan'y 12, 1859, as per voucher, No. 167, on file in Comptroller's off..	1,254 24
"	..To cash paid laborers, as per pay roll, (transfer) Jan'y 12, 1859, as per voucher. No. 168, on file in Comptroller's off.	679 37
"	..To cash paid Fred'k Banfield, for carriage of specie to park, as per voucher, No. 169, on file in Comptroller's office ....	3 00
"	..To cash paid Wm. Bruerton, Commissioner of Deeds, as per voucher, No. 170, on file in Comptroller's office.....	4 87
"	..To cash paid John Mullen, for carriage of specie, as per voucher, No. 161, on file in Comptroller's office .....	4 00
"	..To cash paid John Carroll, for carpenter's work, as per voucher, No. 172, on file in Comptroller's office.....	75
"	..To cash paid C. F. O. Landon, for carpenter's work, as per voucher, No. 173, on file in Comptroller's office.....	7 50
"	..To cash paid Wm. Kerwin, for stone-breaking, as per voucher, No. 174, on file in Comptroller's office.....	2 25
"	..To cash paid Wm. McCarthy, for stone-breaking, as per voucher, No. 175, on file in Comptroller's office.....	4 32
"	..To cash paid Barney Fox, for stone-breaking, as per voucher, No. 176, on file in Comptroller's office.....	3 78
"	..To cash paid laborers, &c, as per pay roll, No. 10, Jan'y 23, as per voucher No. 177, on file in Comptroller's office.....	7,992 74
"	..To cash paid stone-breakers, as per pay roll, No. 11, Jan'y 23, as per voucher No. 178, on file in Comptroller's office.	1,552 50
"	..To cash paid F. Banfield, for carriage of specie, as per voucher, No. 179, on file in Comptroller's office.....	5 00
"	..To cash paid Thomas Maddox, for oil, as per voucher, No. 180, on file in Comptroller's office .....	1 00
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 181, on file in Comptroller's office.....	104 17
Feb'y 2..	To cash paid E. L. Viele, Chief Engineer, as per voucher, No. 182, on file in Comptroller's office.....	208 33
"	..To cash paid F. L. Olmsted, Superintendent, as per voucher, No. 183, on file in Comptroller's office.....	166 67
"	..To cash paid Lachlan H. McIntosh, distributing clerk, as per voucher, No. 184, on file in Comptroller's office.....	104 16
"	..To cash paid Michael Miller, property clerk, as per voucher, No. 185, on file in Comptroller's office.....	83 33
Carried forward.....		\$27,468 76

	Brought forward .....	\$27,468 76
Feb'y 2.	To cash paid Geo. E. Waring, Jr., superintendent of draining, as per voucher, No. 186, on file in Comptroller's office....	125 00
"	..To cash paid Samuel J. Gustin, Nurseryman, as per voucher, No. 187, on file in Comptroller's office.....	100 00
"	..To cash paid D. H. Hart, clerk to Commissioners, as per voucher, No. 188, on file in Comptroller's office .....	100 00
"	..To cash paid F. H. Savings, Jr., messenger, as per voucher, No. 189, on file in Comptroller's office.....	16 67
"	..To cash paid F. Petrarchi, clerk, as per voucher, No. 190, on file in Comptroller's office.....	41 67
"	..To cash paid park-keepers, pay roll, Feb'y 1, as per voucher, No. 191, on file in Comptroller's office.....	1,378 50
Feb'y 3.	To cash paid J. H. Twiss, computer, as per voucher, No. 192, on file in Comptroller's office.....	75 00
"	..To cash paid Hermann Krause, draughtsman, as per voucher, No. 193, on file in Comptroller's office.....	63 00
"	..To cash paid Slote & Jones, for stationery, as per voucher, No. 194, on file in Comptroller's office.....	246 25
"	..To C. L. Young, for coal, as per voucher, No. 195, on file in Comptroller's office.....	42 67
"	..To cash paid Arthur Donnelly, for shades, as per voucher, No. 196, on file in Comptroller's office.....	16 25
"	..To cash paid Thos. Hogg & Son, for trees, (Norway spruce,) as per voucher, No. 197, on file in Comptroller's office....	35 00
"	..To cash paid Wm. Bruerton, for administering oaths, as per voucher, No. 198, on file in Comptroller's office.....	4 00
"	..To cash paid Peter Harkin, for washing, &c., for office, as voucher, No. 199, on file in Comptroller's office.....	1 57
"	..To cash paid Cosgrove & Love, for wood, as per voucher, No. 200, on file in Comptroller's office.....	4 00
"	..To cash paid Randolph & Skidmore, for coal, as per voucher, No. 201, on file in Comptroller's office.....	51 00
"	..To cash paid Adam Hampton, for grate and registers, as per voucher, No. 202, on file in Comptroller's office.....	43 00
Feb. 4.	To cash paid Wetmore & Co, for sledges, as per voucher, No. 203, on file in Comptroller's office.....	71 24
Feb. 5.	To cash paid Bank of Commerce, for rent, as per voucher, No. 204, on file in Comptroller's office.....	857 89
"	..To cash paid L. Glynn, for burning fluid, as per voucher, No. 205, on file in Comptroller's office.....	22 60
"	..To cash paid John Walsh, draughtsman, as per voucher, No. 206, on file in Comptroller's office.....	20 00
Feb. 6.	To cash paid J. H. Twiss, computer, as per voucher, No. 207, on file in the Comptroller's office.....	75 00
	Carried forward.....	\$30,856 17

Brought forward.....		\$30,856 17
Feb. 5..	To cash paid Hermann Krause, draughtsman, as per voucher, No. 208, on file in Comptroller's office.....	60 00
"	..To cash paid Neil Currie, laborer, as per voucher, No. 209, on file in Comptroller's office .....	3 00
"	..To cash paid Pat. Cavanagh, laborer, as per voucher, No. 210, on file in Comptroller's office.....	1 25
"	..To cash paid laborers, (pay-roll No. 12, February 6th), as per voucher, No. 211, on file in Comptroller's office.....	8129 12
"	..To cash paid stone-breakers, (pay-roll No. 13, February 6th), as per voucher, No. 212, on file in Comptroller's office .....	2183 76
"	..To cash paid E. L. Viele, for carriage hire, as per voucher, No. 213, on file in Comptroller's office.....	5 00
Feb'y 11..	To cash paid John Meier, laborer, as per voucher, No. 214, on file in Comptroller's office.....	10 00
Feb'y 12..	Frederick Banfield, carriage of specie, as per voucher, No. 215, on file in Comptroller's office .....	2 50
Feb'y 13..	To cash paid Roger Farrell, laborer, as per voucher No. 216, on file in Comptroller's office.....	1 08
"	..To cash paid Dennis McCabe, cartman, as per voucher, No. 217, on file in Comptroller's office.....	3 00
Feb'y 15..	To cash paid Thomas Meskin, laborer, as per voucher, No. 218, on file in Comptroller's office.....	3 00
"	..To cash paid James McGauley, laborer, as per voucher, No. 219, on file in Comptroller's office.....	1 50
Feb'y 17..	To cash paid D. H. Hart, incidental expenses of office, as per voucher, No. 220, on file in Comptroller's office.....	15 62
Feb'y 21..	To cash paid G. W. Hinchman, Jr., surveyor, as per voucher, No. 221, on file in Comptroller's office .....	134 88
Feb'y 17..	To cash paid Park-keeper, as per pay-roll, February 20th, as per voucher, No. 222, on file in Comptroller's office....	829 10
"	..To cash paid Bernard Van Gillence for brushes, as per voucher, No. 223, on file in Comptroller's office.....	6 15
"	..To cash paid Peter Hayes, tinsmith work, as per voucher No. 224, on file in Comptroller's office.....	12 23
"	..To cash paid Gaylor & Rockwell, for coal, as per voucher No. 225, on file in Comptroller's office .....	30 00
"	..To cash paid, Stephen A. Wright, for laying specimen wall, as per voucher, No. 226, on file in Comptroller's office....	24 38
"	..To cash paid John Benert, for steel, as per voucher, No. 227, on file in Comptroller's office.....	52 08
"	..To cash paid Gaylor & Garrington, for lumber, as per voucher, No. 228, on file in Comptroller's office.....	126 03
"	..To cash paid Wm. H. Cook, table for Board room, as per voucher, No. 229, on file in Comptroller's office.....	150 00
Carried forward.....		\$42,639 90

Brought forward .....	\$42,639 90
Feb'y 17..To cash paid Owens & Brophy, for painting, as per voucher, No. 230, on file in Comptroller's office.....	11 57
" ..To cash paid Thomas Fay & Co., for wall paper, as per voucher, No. 231, on file in Comptroller's office.....	56 59
" ..To cash paid Wm. H. Anthon, for legal services, as per voucher, No. 232, on file in Comptroller's office.....	25 00
" ..To cash paid John G. Kipp, for borax, as per voucher, No. 233, on file in Comptroller's office.....	3 50
" ..To cash paid Wm. Bruerton, Commissioner of Deeds, as per voucher No. 234, on file in Comptroller's office.....	3 50
" ..To cash paid Isaac Holloway, tube pipes, as per voucher, No. 235, on file in Comptroller's office.....	13 55
" ..To cash paid Austens, for kerosene oil, &c., as per voucher, No. 236, on file in Comptroller's office.....	5 46
" ..To cash paid J. Bloomfield, for blank books and printing, as per voucher No. 237, on file in Comptroller's office.....	9 00
" ..To cash paid A. Hitchcock, for powder and fuse, as per voucher, No. 238, on file in Comptroller's office.....	101 25
" ..To cash paid Owen Egan, for M. Moran, laborer, as per voucher, No. 239, on file in Comptroller's office.....	10 50
Feb'y 22..To cash paid George Wood, laborer, as per voucher, No. 240, on file in Comptroller's office .....	7 25
Feb'y 24..To cash paid James Green, for scales, as per voucher, No. 241, on file in Comptroller's office .....	22 00
" ..To cash paid M. B. Brady, photographic maps, as per voucher No. 242, on file in Comptroller's office.....	25 00
" ..To cash paid R. W. Barnes, for hardware, as per voucher, No. 243, on file in Comptroller's office.....	27 34
" ..To cash paid Wetmore & Co., for tools, as per voucher, No. 244, on file in Comptroller's office .....	113 65
" ..To cash paid Gaylor & Rockwell, for coal, as per voucher, No. 245, on file in Comptroller's office.....	30 00
" ..To cash paid W. H. Cooke, for furniture, as per voucher, No. 246, on file in Comptroller's office.....	32 00
" ..To cash paid Elliott & Holden, for steel, as per voucher, No. 247, on file in Comptroller's office.....	113 56
Feb'y 25..To cash paid Benjamin J. Church, surveyor, as per voucher, No. 248, on file in Comptroller's office.....	134 87
Feb'y 27..To cash paid John Jasper, Jr., surveyor, as per voucher, No. 249, on file in Comptroller's office.....	130 50
" ..To cash paid Baker & Godwin, for printing, as per voucher, No. 250, on file in Comptroller's office.....	15 50
" ..To cash paid laborers, &c., pay-roll, No. 14, February 20th, as per voucher, No. 251, on file in Comptroller's office....	5462 49
Carried forward.....	\$48,994 28

Brought forward.....	\$48,994 25
Feb'y 27..To pay of stone-breakers, pay-roll, No. 15, February 20th, as per voucher, No. 252, on file in Comptroller's office.....	1232 55
Mar. 1..To cash paid E. L. Viele, Chief Engineer, as per voucher, No. 253, on file in the Comptroller's office.....	208 33
" ..To cash paid F. L. Olmstead, Superintendent, as per voucher, No. 254, on file in Comptroller's office.....	166 67
" ..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 255, on file in Comptroller's office.....	104 16
" ..To cash paid S. J. Gustin, nurseryman, as per voucher, No. 256, on file in Comptroller's office.....	100 00
" ..To cash paid G. E. Waring, Jr., superintendent of draining, as per voucher, No. 257, on file in Comptroller's office....	125 00
" ..To cash paid Michael Miller, property clerk, as per voucher, No. 258, on file in Comptroller's office.....	83 33
Mar. 9..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 259, on file in Comptroller's office.....	100 00
" ..To cash paid F. Petrarchi, clerk, as per voucher, No. 260, on file in Comptroller's office.....	41 66
" ..To cash paid Jno. Bott, stone-breaker, as per voucher, No. 261, on file in Comptroller's office.....	6 75
Mar. 12..To cash paid Ludwig Schiff, cartman, as per voucher, No. 262, on file in Comptroller's office.....	21 00
Mar. 9..To cash paid Thomas McGerr, stone-breaker, as per voucher, No. 263, on file in Comptroller's office.....	18
" ..To cash paid Patrick Whelan, stone-cutter, as per voucher, No. 264, on file in Comptroller's office.....	3 78
" ..To cash paid John Heppman, stone-cutter, as per voucher, No. 265, on file in Comptroller's office.....	18
" ..To cash paid John Walsh, laborer, as per voucher, No. 266, on file in Comptroller's office.....	7 50
Mar. 10..To cash paid Wm. Ferris, for trees, as per voucher, No. 267, on file in Comptroller's office.....	80 50
Mar. 12..To cash paid C. V. Spencer, for trees, as per voucher, No. 268, on file in Comptroller's office.....	79 00
" ..To cash paid F. H. Savings, Jr., messenger, as per voucher, No. 269, on file in Comptroller's office.....	8 85
" ..To cash paid Geo. Bruyn, surveyor, as per voucher, No. 270, on file in Comptroller's office.....	84 00
" ..To cash paid Somerset Kinnard, laborer, as per voucher, No. 271, on file in Comptroller's office.....	4 25
Mar. 13..To cash paid G. P. McLaughlin, draughtsman, as per voucher, No. 272, on file in Comptroller's office.....	48 00
" ..To cash paid C. G. Riechell, draughtsman, as per voucher, No. 273, on file in Comptroller's office.....	42 00
Carried forward.....	\$51,541 97

	Brought forward.....	\$51,541 97
"	..To cash paid Jos. H. Twiss, computer, as per voucher, No. 274, on file in Comptroller's office.....	75 00
"	..To cash paid E. D. Ewen, surveyor, as per voucher, No. 275, on file in Comptroller's office.....	174 00
"	..To cash paid Franklin Ewen, surveyor, as per voucher, No. 276, on file in Comptroller's office.....	130 50
"	..To cash paid Edward Doran, axeman, as per voucher, No. 277, on file in Comptroller's office.....	93 75
"	..To cash paid J. M. Thorburn & Co., for trees, as per voucher, No. 278, on file in Comptroller's office.....	143 65
Mar. 20.	..To cash paid H. Gabel, draughtsman, as per voucher No. 279, on file in Comptroller's office.....	28 00
Mar. 23.	..To cash paid Patrick Moran, cartman, as per voucher, No. 280, on file in Comptroller's office.....	3 00
Mar. 25.	..To cash paid A. Hitchcock, for powder and fuse, as per voucher, No. 281, on file in Comptroller's office.....	485 00
"	..To cash paid Gaylor & Carrington, for lumber, as per voucher, No. 282, on file in Comptroller's office.....	7 25
Mar. 28.	..To cash paid Gaylor & Carrington, for lumber, as per voucher No. 283, on file in Comptroller's office.....	83 18
Mar. 25.	..To cash paid Adam Kremer, for sledge handles, as per voucher, No. 284, on file in Comptroller's office.....	180 00
"	..To cash paid Henry Homer, for sledges, as per voucher, No. 285, on file in Comptroller's office.....	560 17
"	..To cash paid Henry Homer, for carpenter's work, as per voucher, No. 286, on file in Comptroller's office.....	96 82
"	..To cash paid Henry Homer, for tool wagon, as per voucher, No. 287, on file in Comptroller's office.....	43 00
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 288, on file in Comptroller's office.....	120 98
"	..To cash paid Wetmore & Co., for tools, as per voucher No. 289, on file in Comptroller's office.....	483 91
"	..To cash paid Martin Wilson, for stone-breaking, as per voucher, No. 290, on file in Comptroller's office.....	1 80
Mar. 17.	..To cash paid Hugh McGovern, laborer, as per voucher, No. 291, on file in Comptroller's office.....	4 00
"	..To cash paid D. M. Smith, for carpenter's work, as per voucher, No. 292, on file in Comptroller's office.....	7 67
Mar. 25.	..To cash paid Candee, Arnold & Co., for lime, as per voucher, No. 293, on file in Comptroller's office.....	17 25
"	..To cash paid Candee, Arnold & Co., for lime, as per voucher, No. 294, on file in Comptroller's office.....	11 21
"	..To cash paid John McGrath, for sand, as per voucher, No. 295, on file in Comptroller's office.....	15 63
	Carried forward.....	\$54,307 74



Brought forward.....		\$51,207 74
Mar. 25..	To cash paid Charles Williams, laborer, as per voucher, No. 296, on file in Comptroller's office.....	4 00
Feb'y 5.	To cash paid D. C. Newell, for park-keepers, clubs, as per voucher, No. 297, on file in Comptroller's office.....	22 00
Mar. 13..	To cash paid stone-breakers, pay roll, No. 17, March 13, as per voucher, No. 298, on file in Comptroller's office....	508 14
Mar. 17..	To cash paid stone-breakers, pay roll, No. 18, March 17, as per voucher, No. 299, on file in Comptroller's office.....	156 51
Mar. 13..	To cash paid laborers, &c., pay roll, No. 19, March 13, as per voucher, No. 300, on file in Comptroller's office.....	796 25
Mar. 6..	To cash paid laborers, &c., pay roll, No. 16, March 6, as per voucher, No. 301, on file in Comptroller's office.....	1,596 48
"	..To cash paid laborers, &c., pay roll, March 6, as per voucher, No. 302, on file in Comptroller's office.....	24 00
Mar. 1..	To cash paid park-keepers, pay roll, March 1, as per voucher, No. 303, on file in Comptroller's office.....	270 00
April 1..	To cash paid park-keepers, pay roll, April 1, as per voucher, No. 304, on file in Comptroller's office.....	1,044 00
"	..To cash paid E. L. Viele, Chief Engineer, as per voucher, No. 305, on file in Comptroller's office.....	208 33
"	..To cash paid F. L. Olmsted, Superintendent, as per voucher, No. 306, on file in Comptroller's office.....	166 66
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 307, on file in Comptroller's office.....	104 17
"	..To cash paid Michael Miller, property clerk, as per voucher, No. 308, on file in Comptroller's office.....	63 33
"	..To cash paid Geo. E. Waring, Jr., superintendent of draining, as per voucher, No. 309, on file in Comptroller's off..	125 00
"	..To cash paid S. J. Gustine, nurseryman, as per voucher, No. 310, on file in Comptroller's office.....	100 00
"	..To cash paid D. H. Hart, clerk to Commissioners, as per voucher, No. 311, on file in Comptroller's office .....	100 00
"	..To cash paid F. Petrarchi, clerk, as per voucher, No. 312, on file in Comptroller's office .....	41 66
April 2..	To cash paid John Rowland, laborer, as per voucher, No. 313, on file in Comptroller's office.....	25
"	..To cash paid Charles G. Riechell, draughtsman, as per voucher, No. 314, on file in Comptroller's office.....	30 00
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 315, on file in Comptroller's office.....	30 00
"	..To cash paid C. A. Rowalle, supplies and labor, as per voucher, No. 316, on file in Comptroller's office .....	40 82
"	..To cash paid Bank of Commerce, services of janitor, as per voucher, No. 317, on file in Comptroller's office.....	84 00
Carried forward.....		\$59,845 34

Brought forward .....		\$59,845 34
April 2.	To cash paid Bank of Commerce, services of janitor, as per voucher, No. 318, on file in Comptroller's office .....	13 00
"	..To cash paid F. Banfield, carriage of specie, as per voucher, No. 319, on file in Comptroller's office .....	8 50
"	..To cash paid Mary Georgetti, supplies for park-keepers, as per voucher, No. 320, on file in Comptroller's office .....	8 00
"	..To cash paid R. W. Barnes, for hardware, as per voucher, No. 321, on file in Comptroller's office .....	165 92
"	..To cash paid D. W. Norris, carriage for Commissioner Hogg, as per voucher, No. 322, on file in Comptroller's office .....	5 00
April 1.	To cash paid William Bruorton, for Commissioners fees, as per voucher, No. 323, on file in Comptrollers office .....	6 00
"	..To cash paid D. H. Hart, for incidental expenses of office, as per voucher, No. 324, on file in Comptroller's office .....	5 11
April 3.	To cash paid Alexander Renwick, park-keeper, as per voucher, No. 325, on file in Comptroller's office .....	46 50
April 5.	To cash paid Jno. Meier, laborer, as per voucher, No. 326, on file in Comptroller's office .....	4 50
April 19.	To cash paid Wm. McCombs, laborer, as per voucher, No. 327, on file in Comptroller's office .....	25
"	..To cash paid Wm. Stewart, laborer, as per voucher, No. 328, on file in Comptroller's office .....	1 00
"	..To cash paid Michael O'Hare, laborer, as per voucher, No. 329, on file in Comptroller's office .....	25
"	..To cash paid James Dalley, laborer, as per voucher, No. 330, on file in Comptroller's office .....	25
"	..To cash paid Jno. Steins, laborer, as per voucher, No. 331, on file in Comptroller's office .....	1 25
April 21.	To cash paid D. H. Hart, incidental expenses of office, as per voucher No. 332, on file in Comptrollers office .....	19 30
April 23.	To cash paid Jno. Grimer, laborer, as per voucher, No. 333, on file in Comptroller's office .....	2 00
April 29.	To cash paid Patrick Collins, stone-breaker, as per voucher, No. 334, on file in Comptroller's office .....	1 53
April 29.	To cash paid Chas. F. Simmons, watchman, on exhibition of plans, as per voucher, No. 335, on file in Comptroller's office .....	16 50
May 1.	To cash paid Egbert L. Viele, Chief Engineer, as per voucher, No. 336, on file in Comptroller's office .....	208 33
"	..To cash paid F. L. Olmsted, Superintendent, as per voucher, No. 337, on file in Comptroller's office .....	166 67
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 338, on file in Comptroller's office .....	104 17
"	..To cash paid M. Miller, property clerk, as per voucher, No. 339, on file in Comptroller's office .....	53 33
Carried forward .....		\$60,712 70

Brought forward .....		\$60,712 70
May 1	..To cash paid Geo. E. Waring, Jr., superintendent of draining, as per voucher, No. 340, on file in Comptroller's office....	125 00
"	..To cash paid S. J. Gustin, nurseryman, as per voucher, No. 341, on file in Comptroller's office.....	100 00
"	..To cash paid D. H. Hart, clerk to Commissioners, as per voucher, No. 342, on file in Comptroller's office .....	100 00
"	..To cash paid F. Petrarchi, clerk, as per voucher, No. 343, on file in Comptroller's office.....	41 67
"	..To cash paid Alex. Renwick, park-keeper, as per voucher, No. 344, on file in Comptroller's office.....	45 00
May 3	..To cash paid laborers, &c., pay-roll, No. 20, April 3d, as per voucher, No. 345, on file in Comptroller's office .....	7614 61
"	..To cash paid stone-breakers, pay-roll, No. 21, April 3d, as per voucher, No. 346, on file in Comptroller's office.....	2494 37
"	..To cash paid laborers, pay-roll No. 22, April 17th, as per voucher, No. 347, on file in Comptroller's office.....	6032 36
"	..To cash paid stone-breakers, pay-roll No. 23, April 17th, as per voucher, No. 348, on file in Comptroller's office.....	1859 95
"	..To cash paid park-keeper, as per pay-roll, May 1st, as per voucher, No. 349, on file in Comptroller's office.....	984 00
"	..To cash paid laborers, as per pay-roll, No. 24, May 1st, as per voucher, No. 350, on file in Comptroller's office.....	6175 00
"	To cash paid stone-breakers, as per pay roll, No. 25, May 1st, as per voucher, No. 351, on file in Comptroller's office.....	1974 78
"	..To cash paid Jno. H. Twiss, computer, as per voucher, No. 352, on file in the Comptroller's office .....	37 50
"	..To cash paid steamer, City of Washington, freight on trees, as per voucher, No. 353, on file in Comptroller's office ...	339 46
"	..To cash paid David T. Meeker, for carpenter's work, as per voucher No. 354, on file in Comptroller's office.....	78 75
"	..To cash paid Grenville, Talman, Bihhy & Co., cartage and brokerage on trees, as per voucher, No. 355, on file in Comptroller's office.....	55 55
"	..To cash paid Olmstead & Vaux, for plan 33, first premium, as per voucher, No. 356, on file in Comptroller's office....	2000 00
"	..To cash paid McIntosh & Miller, for plan 27, third premium, as per voucher No. 357, on file in Comptroller's office.....	750 00
May 12	..To cash paid J. R. Morgan, for powder, as per voucher, No. 358, on file in Comptroller's office.....	411 00
"	..To cash paid Bank of Commerce, rent of room and services of janitor, as per voucher, No. 359, on file in Comptroller's office.....	317 00
"	..To cash paid J. Ketchum, for printing cards for exhibition, as per voucher, No. 360, on file in Comptroller's office.....	5 75
Carried forward.....		\$92,253 35

Brought forward .....		\$92,253 35
May 12..	To cash paid W. A. Asche, for transparency for exhibition room, as per voucher, No. 361, on file in Comptroller's office.....	6 00
"	..To cash paid F. Seedoff, for book case and box, as per voucher, No. 362, on file in Comptroller's office.....	17 00
"	..To cash paid John Golhat, stone-breaker, as per voucher, No. 363, on file in Comptroller's office.....	63
"	..To cash paid Pat. Fogarty, laborer, as per voucher, No. 364, on file in Comptroller's office.....	5 75
"	..To cash paid E. P. Barker, assistant clerk, as per voucher, No. 365, on file in Comptroller's office.....	96 00
May 14..	To cash paid S. J. Gustin, for plan No. 30, second premium, per voucher, No. 366, on file in Comptroller's office.....	1000 00
May 17..	To cash paid Howard Daniels, for plan No. 26, fourth premium, as per voucher No. 367, on file in Comptroller's office.....	500 00
May 19..	To cash paid Gottfried Ehle, laborer, as per voucher, No. 368, on file in Comptroller's office.....	5 00
"	..To cash paid Wm. Farley, laborer, as per voucher, No. 369, on file in Comptroller's office.....	8 00
"	..To cash paid Sebastian Fischer, laborer, as per voucher No. 370, on file in Comptroller's office.....	5 50
"	..To cash paid Jeremiah Oakley, laborer, as per voucher, No. 371, on file in Comptroller's office.....	1 00
"	..To cash paid Henry Vetterlin, laborer, as per voucher, No. 372, on file in Comptroller's office.....	6 00
"	..To cash paid Jno. Hart, cartman, as per voucher, No. 373, on file in Comptroller's office .....	6 50
"	..To cash paid laborers, &c , as per pay-roll, No. 26, May 15th, as per voucher No. 374, on file in Comptroller's office.....	3617 50
"	..To cash paid Wm. Bruerton, Commissioner of Deeds, as per voucher No. 375, on file in Comptroller's office.....	6 00
"	..To cash paid Randolph & Skidmore, for coal, as per voucher, No. 376, on file in Comptroller's office .....	27 00
"	..To cash paid Jno. R. Higbee, for hardware, as per voucher, No. 377, on file in Comptroller's office.....	13 23
"	..To cash paid N. Y. Daily Times, for advertising, as per voucher, No. 378, on file in Comptroller's office.....	35 68
"	..To cash paid Arthur Donnelly, for window shades, as per voucher, No. 379, on file in Comptroller's office.....	8 13
May 20..	To cash paid Edward Butler, laborer, as per voucher, No. 380, on file in Comptroller's office.....	9 00
May 22..	To cash paid James Curry, laborer, as per voucher, No. 381, on file in Comptroller's office.....	7 00
Carried forward.....		\$97,634 27

Brought forward.....		\$97,634 27
May 24..	To cash paid J. F. Trow, for printing, as per voucher, No. 382, on file in Comptroller's office.....	489 82
"	..To cash paid stone-breakers, as per pay roll, No. 27, May 18th, as per voucher No. 383, on file in Comptroller's office.....	1736 10
May 25..	To cash paid Stanford & Dellisier, rent of exhibition room, as per voucher, No. 384, on file in Comptroller's office.....	100 00
May 26..	To cash paid John Gillon, plastering, as per voucher, No. 385, on file in Comptroller's office.....	22 00
May 28..	To cash paid Jas. R. Morgan, for powder, as per voucher, No. 386, on file in Comptroller's office.....	382 50
May 29..	To cash paid Patrick Hughes, for stone-breaking, as per voucher, No. 387, on file in Comptroller's office.....	3 51
"	..To cash paid James McDermott, laborer, as per voucher, No. 388, on file in Comptroller's office .....	3 25
"	..To cash paid Richard Paine, laborer, as per voucher, No. 389 on file in Comptroller's office .....	6 75
"	..To cash paid Michael Callahan, laborer, as per voucher, No. 390, on file in Comptroller's office.....	6 25
"	..To cash paid A. Miller & Co. coal, as per voucher, No. 391, on file in Comptroller's office.....	30 00
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 392, on file in Comptroller's office.....	104 17
"	..To cash paid E. L. Viele, Chief Engineer, as per voucher, No. 393, on file in Comptroller's office.....	208 33
"	..To cash paid Geo. E. Waring, Jr., superintendent of draining, as per voucher, No. 394, on file in Comptroller's office .....	125 00
"	..To cash paid S. J. Gustin, nurseryman, as per voucher, No. 395, on file in Comptroller's office.....	100 00
"	..To cash paid M. Miller, property clerk, as per voucher, No. 396, on file in Comptroller's office.....	83 33
"	..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 397, on file in Comptroller's office.....	100 00
"	..To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 398, on file in Comptroller's office.....	40 00
"	..To cash paid F. Petrarchi, clerk, as per voucher, No. 399, on file in Comptroller's office.....	41 67
"	..To cash paid laborers, as per pay roll, No. 28, May 29th, as per voucher, No. 400, on file in Comptroller's office....	4956 87
"	..To cash paid park-keepers, as per pay-roll, May 1st No. 28, as per voucher No. 401, on file in Comptroller's office.....	1122 00
"	..To cash paid Root, Anthony & Co, stationery, as per voucher, No. 402, on file in Comptroller's office.....	71 63
"	..To cash paid W. H. Townsend & Co., for steel, as per voucher, No. 403, on file in Comptroller's office.....	53 00
Carried forward.....		\$107,420 45

	Brought forward.....	\$107,420 45
June 4.	To cash paid John P. Farrar, for iron and steel, as per voucher, No. 404, on file in Comptroller's office.....	36 08
"	..To cash paid J. R. Higbee, for hardware, as per voucher, No. 405, on file in Comptroller's office.....	8 42
June 5.	To cash paid Peter Hayes, for tinsmith's work, as per voucher, No. 406, on file in Comptroller's office.....	27 93
"	..To cash paid John G. Kip, for borax, as per voucher, No. 407, on file in Comptroller's office.....	5 25
June 7.	To cash paid J. J. Bloomfield, for files for papers, &c., as per voucher, No. 408, on file in Comptroller's office.....	11 80
June 11.	To cash paid Agriculturist, for advertising, as per voucher, No. 409, on file in Comptroller's office.....	3 25
June 5.	To cash paid Thos. Faye & Co., for papering, as per voucher, No. 410, on file in Comptroller's office.....	16 15
"	..To cash paid Hegeman & Co., for borax and salt, as per voucher, No. 411, on file in Comptroller's office.....	36 28
"	..To cash paid John Turner, for paint, as per voucher, No. 412, on file in Comptroller's office.....	2 59
"	..To cash paid John Turner, for painting, as per voucher, No. 413, on file in Comptroller's office.....	32 15
"	..To cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 414, on file in Comptroller's office.....	190 43
"	..To cash paid A. Renwick, park-keeper, as per voucher, No. 415, on file in Comptroller's office.....	50 25
"	..To cash paid Edward O'Neill, cartman, as per voucher, No. 416, on file in Comptroller's office.....	15 00
"	..To cash paid Mich'l Sullivan, stone-breaker, as per voucher, No. 417, on file in Comptroller's office.....	5 76
"	..To cash paid Jas. Fitzpatrick, cartman, as per voucher, No. 418, on file in Comptroller's office.....	13 50
"	..To cash paid Henry Held, laborer, as per voucher, No. 419, filed in the Comptroller's office.....	50
"	..To cash paid Hugh Flynn, laborer, as per voucher, No. 420, on file in Comptroller's office.....	7 25
"	..To cash paid John Martin, cartman, as per voucher, No. 421, on file in Comptroller's office.....	5 50
"	..To cash paid Edward Farrell, stone-breaker, as per voucher, No. 422, on file in Comptroller's office.....	27
"	..To cash paid John King, laborer, as per voucher, No. 423, on file in Comptroller's office.....	75
"	..To cash paid James Callary, cartman, as per voucher, No. 424, on file in Comptroller's office.....	4 50
"	..To cash paid James Meehan, laborer, as per voucher, No. 425, on file in Comptroller's office.....	2 00
	Carried forward.....	\$107,596 06

	Brought forward.....	\$107,896 06
"	..To cash paid James Spolan, laborer, as per voucher, No. 426, on file in Comptroller's office.....	6 75
"	..To cash paid John McGrath, cartman, as per voucher, No. 427, on file in Comptroller's office.....	6 50
"	..To cash paid John McGrath, laborer, as per voucher, No. 428, on file in Comptroller's office.....	4 50
"	..To cash paid John Garha, stone-breaker, as per voucher, No. 429, on file in Comptroller's office.....	4 86
"	..To cash paid Geo. Smith, laborer, as per voucher, No. 430, on file in Comptroller's office .....	3 25
"	..To cash paid Edward Bushman, laborer, as per voucher, No. 431, on file in Comptroller's office .....	8 75
"	..To cash paid Patrick Boyle, laborer, as per voucher, No. 432, on file in Comptroller's office .....	1 00
"	..To cash paid Dennis Murphy, cartman, as per voucher, No. 433, on file in Comptroller's office .....	10 50
"	..To cash paid Francis Roregan, laborer, as per voucher, No. 434, on file in Comptroller's office.....	7 75
"	..To cash paid Hugh Murphy, cartman, as per voucher, No. 435, on file in Comptroller's office.....	18 00
"	..To cash paid F. Hubert, laborer, as per voucher, No. 436, on file in Comptroller's office .....	1 25
"	..To cash paid F. Banfield, for carriage of specie, as per voucher, No. 437, on file in Comptroller's office .....	3 50
"	..To cash paid Union Adams, rent of exhibition room, as per voucher, No. 438, on file in Comptroller's office.....	200 00
June 9..	To cash paid C. F. Simmons, services as door-tender, exhibition of plans, as per voucher, No. 439, on file in Comptroller's office.....	52 50
"	..To cash paid stone-breakers' pay roll, No. 29, as per voucher, No. 440, on file in Comptroller's office.....	1,760 31
"	..To cash paid George Gebel, laborer, as per voucher, No. 441, on file in Comptroller's office.....	4 75
"	..To cash paid Owen Keenan, cartman, as per voucher, No. 442, on file in Comptroller's office.....	15 50
"	..To cash paid John Volk, laborer, as per voucher, No. 443, on file in Comptroller's office.....	1 75
June 15..	To cash paid John Sullivan, laborer, as per voucher, No. 444, on file in Comptroller's office.....	1 00
"	..To cash paid Owen Keenan, cartman, as per voucher, No. 445, on file in Comptroller's office.....	5 00
"	..To cash paid Jas. McGuire, cartman, as per voucher, No. 446, on file in Comptroller's office .....	5 50
"	..To cash paid Nich's Fraatz, stone-breaker, as per voucher, No. 447, on file in Comptroller's office.....	4 50
	Carried forward.....	\$110,023 48

	Brought forward.....	\$110,023 48
June 15..	To cash paid James Welsh, stone-breaker, as per voucher, No. 448, on file in Comptroller's office .....	7 29
"	..To cash paid John Murphy, stone-breaker, as per voucher, No. 449, on file in Comptroller's office .....	10 08
"	..To cash paid Jos. Truman, stone-breaker, as per voucher, No. 450, on file in Comptroller's office.....	14 49
"	..To cash paid Thos. Cockley, stone-breaker, as per voucher, No. 451, on file in Comptroller's office.....	6 30
"	..To cash paid Pat. Campbell, stone-breaker, as per voucher, No. 452, on file in Comptroller's office .....	13 59
"	..To cash paid Wm. Coyle, stone-breaker, as per voucher, No. 453, on file in Comptroller's office .....	4 59
"	..To cash paid Thos. Donohue, stone-breaker, as per voucher, No. 454, on file in Comptroller's office .....	4 05
June 21..	To cash paid laborers, &c., pay roll, No. 30, as per voucher, No. 455, on file in Comptroller's office.....	13,555 62
"	..To cash paid Washington Insurance Co., insurance on de- signs, as per voucher No. 456, on file in Comptroller's off.	36 00
"	..To cash paid D. H. Hart, incidental expenses of office, as per voucher, No. 457, on file in Comptroller's office.....	38 59
"	..To cash paid Anthony Betz, laborer, as per voucher, No. 458, on file in Comptroller's office.....	1 50
"	..To cash paid James Campbell, cartman, as per voucher, No. 459, on file in Comptroller's office .....	10 00
"	..To cash paid John Schneider, laborer, as per voucher, No. 460, on file in Comptroller's office.....	4 00
"	..To cash paid Wm. Johnston, laborer, as per voucher, No. 461, on file in Comptroller's office.....	2 00
"	..To cash paid James Higgins, cartman, as per voucher, No. 462, on file in Comptroller's office.....	2 00
"	..To cash paid Edward McMahon, cartman, &c., as per voucher, No. 463, on file in Comptroller's office .....	6 00
"	..To cash paid John Murphy, as per voucher, No. 464, on file in Comptroller's office .....	6 00
"	..To cash paid Nicholas Gody, stone-breaker, as per voucher, No. 465, on file in Comptroller's office.....	5 94
"	..To cash paid John Farrell, stone-breaker, as per voucher, No. 466, on file in Comptroller's office.....	1 62
"	..To cash paid Matt. Hore, as per voucher, No. 467, on file in Comptroller's office.....	10 89
June 24..	To cash paid Michael McLaughlin, surveyor's assistant, as per voucher, No. 468, on file in Comptroller's office.....	15 00
"	..To cash paid F. W. Wiegand, foreman, as per voucher, No. 469, on file in Comptroller's office.....	18 00
	Carried forward.....	\$124,097 33



Brought forward.....		\$124,067 33
June 24.	To cash paid Sebastian Fischer, laborer, as per voucher, No. 470, on file in Comptroller's office.....	75
"	..To cash paid Michael McArdle, laborer, as per voucher, No. 471, on file in Comptroller's office.....	2 00
"	..To cash paid Mary Carlton, double truck, as per voucher, No. 472, on file in Comptroller's office.....	3 50
"	..To cash paid Daniel Clark, cartman, as per voucher, No. 473, on file in Comptroller's office.....	6 00
"	..To cash paid Patrick Waters, laborer, as per voucher, No. 474, on file in Comptroller's office.....	2 00
June 27.	To cash paid J. H. Pieper, surveyor and draughtsman, as per voucher, No. 475, on file in Comptroller's office.....	36 00
"	..To cash paid H. Biringier, draughtsman, as per voucher, No. 476, on file in Comptroller's office.....	38 00
"	..To cash paid John Connelly, draughtsman, as per voucher, No. 477, on file in Comptroller's office.....	38 00
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 478, on file in Comptroller's office.....	36 00
"	..To cash paid laborers, &c., pay-roll No. 31, as per voucher, No. 479, on file in Comptroller's office.....	14,758 87
July 1.	To cash paid park-keepers, pay-roll, July 1st, as per voucher, No. 480, on file in Comptroller's office.....	1,159 50
"	..To cash paid park-keepers, (special) pay-roll, July 1st, as per voucher, No. 481, on file in Comptroller's office.....	45 50
June 24.	To cash paid Jno. McGuire, cartman, as per voucher, No. 482, on file in Comptroller's office.....	1 50
"	..To cash paid Andrew Cullen, double truck, as per voucher, No. 483, on file in Comptroller's office.....	8 75
July 1.	To cash paid F. L. Olmstead, architect-in-chief, as per voucher, No. 484, on file in Comptroller's office.....	205 33
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 485, on file in Comptroller's office.....	104 17
"	..To cash paid M. Miller, property clerk, as per voucher, No. 486, on file in Comptroller's office.....	83 33
"	..To cash paid Geo. E. Waring, Jr., superintendent of draining, as per voucher, No. 487, on file in Comptroller's off..	130 00
"	..To cash paid J. H. Pieper, draughtsman, as per voucher, No. 488, on file in Comptroller's office.....	58 50
"	..To cash paid John Crumley, draughtsman, as per voucher, No. 489, on file in Comptroller's office.....	58 50
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 490, on file in Comptroller's office.....	58 50
"	..To cash paid H. Biringier, draughtsman, as per voucher, No. 491, on file in Comptroller's office.....	52 00
Carried forward.....		\$140,725 03

Brought forward .....		\$140,725 03
July	1..To cash paid F. Petrarchi, clerk, as per voucher, No. 492, on file in Comptroller's office .....	41 67
"	..To cash paid D. H. Hart, clerk to Commissioners, as per voucher, No. 493, on file in Comptroller's office .....	100 00
"	..To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 494, on file in Comptroller's office .....	40 60
"	..To cash paid J. R. Morgan, for powder and fuse, as per voucher, No. 495, on file in Comptroller's office .....	874 50
"	..To cash paid G. S. Mott, for lumber, as per voucher, No. 496, on file in Comptroller's office .....	620 16
July	7..To cash paid E. Robinson, Jr., for legal services, as per voucher, No. 497, on file in Comptroller's office .....	12 50
"	..To cash paid E. Robinson, Jr., for legal services, as per voucher, No. 498, on file in Comptroller's office .....	12 75
"	..To cash paid A. Renwick, park-keeper, as per voucher, No. 499, on file in Comptroller's office .....	52 50
"	..To cash paid W. H. Grant, engineer, as per voucher, No. 500, on file in Comptroller's office .....	15 00
"	..To cash paid W. H. Grant, engineer, as per voucher, No. 501, on file in Comptroller's office .....	180 00
"	..To cash paid H. H. Hollings, laborer, as per voucher, No. 502, on file in the Comptroller's office .....	2 25
July	8..To cash paid A. Quackenbush, chain, shovels, &c., as per voucher, No. 503, on file in Comptroller's office .....	144 45
"	..To cash paid Dennis Cosgrove, for powder, as per voucher, No. 504, on file in Comptroller's office .....	22 00
"	..To cash paid E. Corning & Co., for wrenches, bellows, &c., as per voucher, No. 505, on file in Comptroller's office .....	49 50
"	..To cash paid Windle & Co., water-coolers, as per voucher, No. 506, on file in Comptroller's office .....	7 50
"	..To cash paid Berry & Palmer, wheelbarrows, as per voucher, No. 507, on file in Comptroller's office .....	210 00
"	..To cash paid Independent, for advertising plans, as per voucher, No. 508, on file in Comptroller's office .....	2 40
"	..To cash paid New York Daily Times, for advertising, as per voucher, No. 509, on file in Comptroller's office .....	29 81
"	..To cash paid New York Daily Times, for advertising, as per voucher, No. 510, on file in Comptroller's office .....	36 80
"	..To cash paid New York Herald, for advertising, as per voucher, No. 511, on file in Comptroller's office .....	62 25
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 512, on file in Comptroller's office .....	23 85
"	..To cash paid Evening Post, for advertising, as per voucher, No. 513, on file in Comptroller's office .....	32 30
Carried forward .....		\$143,246 22

Brought forward.....		\$143,246 22
July 8..	To cash paid Baker & Godwin, for printing, as per voucher, No. 514, on file in Comptroller's office.....	3 00
"	..To cash paid Root, Anthony & Co., for stationery, as per voucher, No. 515, on file in Comptroller's office.....	62 20
"	..To cash paid Slote & Janes, for stationery, as per voucher, No. 516, on file in Comptroller's office.....	146 59
"	..To cash paid Slote & James, for stationery, as per voucher, No. 517, on file in Comptroller's office.....	27 33
"	..To cash paid Gaylor & Rockwell, for coal, as per voucher, No. 518, on file in Comptroller's office.....	6 00
"	..To cash paid F. Banfield, carriage of specie, as per voucher, No. 519, on file in Comptroller's office.....	18 00
"	..To cash paid D. W. Norris, for carriage of specie, as per voucher, No. 520, on file in Comptroller's office.....	5 00
"	..To cash paid Adam Kremer, for pick handles, as per voucher, No. 521, on file in Comptroller's office.....	92 50
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 522, on file in Comptroller's office.....	126 10
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 523, on file in Comptroller's office.....	122 55
July 8..	To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 524, on file in Comptroller's office.....	246 84
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 525, on file in Comptroller's office.....	340 38
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 526, on file in Comptroller's office.....	240 96
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 527, on file in Comptroller's office.....	129 60
"	..To cash paid E. Walker & Sons, for Binding maps, as per voucher, No. 528, on file in Comptroller's office.....	50 90
"	..To cash paid Sager & Dorsch, forges as per voucher, No. 529, on file in Comptroller's office.....	52 50
"	..To cash paid C. L. Young & Co., for coal, as per voucher, No. 530, on file in Comptroller's office.....	67 00
"	..To cash paid Ahram Lagergrist, blacksmiths' tools, as per voucher No. 531, on file in Comptroller's office.....	17 50
"	..To cash paid Nourse, Mason & Co, for shovels, as per voucher, No. 532, on file in Comptroller's office.....	126 38
"	..To cash paid Nourse, Mason & Co., for picks, harrows, &c., as per voucher, No. 533, on file in Comptroller's office....	65 00
"	..To cash paid Nourse, Mason & Co., for shovels, as per voucher, No. 534, on file in Comptroller's office.....	315 00
"	..To cash paid John Quincy & Co., for hardware, as per voucher No. 535, on file in Comptroller's office.....	169 41
Carried forward.....		\$145,676 96

	Brought forward .....	\$145,676 96
July 8.	..To cash paid John Quincy & Co., for shovels, as per voucher, No. 536, on file in Comptroller's office.....	209 48
"	..To cash paid John Quincy & Co., for solder, as per voucher, No. 537, on file in Comptroller's office.....	50
"	..To cash paid J. P. Travers, for rope, as per voucher, No. 538, on file in Comptroller's office.....	13 97
"	..To cash paid W. R. Wood & Co., for grindstones, as per voucher, No. 539, on file in Comptroller's office .....	16 84
"	..To cash paid Sheperd & Irving, for files, as per voucher, No. 540, on file in Comptroller's office .....	20 52
"	..To cash paid Elliott & Holden, for iron and steel, as per voucher No. 541, on file in Comptroller's office.....	59 65
"	..To cash paid Naylor & Co., for iron and steel, as per voucher, No. 542, on file in Comptroller's office.....	267 01
"	..To cash paid Naylor & Co., for steel, as per voucher, No. 543, on file in Comptroller's office.....	192 60
"	..To cash paid John Gray, for pails, as per voucher, No. 544, on file in Comptroller's office.....	24 00
"	..To cash paid D. T. Meeker, for taking down plan racks, as per voucher, No. 545, on file in Comptroller's office.....	3 00
"	..To cash paid E. R. Tucker & Co., for powder and fuse, as per voucher, No. 546, on file in Comptroller's office.....	272 00
"	..To cash paid John Smith, for stone-boat plank, as per voucher, No. 547, on file in Comptroller's office .....	47 50
"	..To cash paid Stephen Philbin, for gas fitting, as per voucher, No. 548, on file in Comptroller's office .....	126 00
"	..To cash paid Stephen Philbin, for gas fitting, as per voucher, No. 549, on file in Comptroller's office .....	9 70
"	..To cash paid Wm. Bruorton, Commissioner of Deeds, as per voucher, No. 550, on file in Comptroller's office.....	6 00
"	..To cash paid L. Glynn, for lantern and oils, as per voucher, No. 551, on file in Comptroller's office.....	21 50
"	..To cash paid N. Y. Gas Co., for gas, as per voucher, No. 552, on file in Comptroller's office.....	7 60
"	..To cash paid E. Holloway, express charges, as per voucher, No. 553, on file in Comptroller's office.....	8 92
"	..To cash paid D. B. Morrell, for carting manure, as per voucher, No. 554, on file in Comptroller's office.....	112 00
"	..To cash paid Jerry Daly, cartman, as per voucher, No. 555, on file in Comptroller's office.....	21 50
"	..To cash paid Ellen Manx for Dennis Manx, laborer, as per voucher, No. 556, on file in Comptroller's office.....	1 10
"	..To cash paid James McCarty, cartman, as per voucher, No. 557, on file in Comptroller's office.....	20 50
	Carried forward.....	\$147,137 95

Brought forward.....		\$147,137 95
"	..To cash paid Philip Klinknecht, laborer, as per voucher, No. 558, on file in Comptroller's office .....	6 00
"	..To cash paid Pat McLaughlin, laborer, as per voucher, No. 559, on file in Comptroller's office.....	2 75
"	..To cash paid Francis Kelly, cartman, as per voucher, No. 560, on file in Comptroller's office.....	2 00
"	..To cash paid John Brady, cartman, as per voucher, No. 561, on file in Comptroller's office.....	2 00
"	..To cash paid Henry Lane, cartman, as per voucher, No. 562, on file in Comptroller's office.....	1 00
"	..To cash paid Third Avenue Railroad Co., for manure, as per voucher No. 563, on file in Comptroller's office.....	280 00
July 16..	To cash paid M. Miller, travelling expenses, in purchase of tools, per voucher No. 564, on file in Comptroller's office..	110 58
"	..To cash paid Third Avenue Railroad Company, for manure, as per voucher, No. 565, on file in Comptroller's office....	235 00
"	..To cash paid D. B. Morrell, for carting manure, as per voucher No. 566, on file in Comptroller's office.....	94 00
"	..To cash paid E. H. Tinker & Co., cement, as per voucher, No. 567, on file in Comptroller's office.....	234 00
"	..To cash paid J. R. Morgan, for tower bell, and hangings, as per voucher, No. 568, on file in Comptroller's office....	229 00
"	..To cash paid J. R. Morgan, for powder, as per voucher, No. 569, on file in Comptroller's office.....	245 00
"	..To cash paid Manhattan Gas-light Company for gas, as per voucher, No. 570, on file in Comptroller's office.....	33 50
"	..To cash paid Manhattan Gas-light Company, for gas, as per voucher, No. 571, on file in Comptroller's office.....	26 19
"	..To cash paid J. F. Fielder, general foreman, as per voucher, No. 572, on file in Comptroller's office.....	39 00
"	..To cash paid J. F. Fielder, general foreman, as per voucher, No. 573, on file in Comptroller's office.....	78 00
"	..To cash paid Jno. Bogart, assistant engineer, as per voucher, No. 574, on file in Comptroller's office.....	29 25
"	..To cash paid Edward Miller, draughtsman, as per voucher, No. 575, on file in Comptroller's office.....	30 00
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 576, on file in Comptroller's office.....	2 00
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 577, on file in Comptroller's office.....	52 00
"	..To cash paid Edward O'Neil, cartman, as per voucher, No. 578, on file in Comptroller's office.....	8 00
"	..To cash paid Samuel Messereau, for sand as per voucher, No. 579, on file in Comptroller's office .....	64 08
Carried forward.....		\$148,921 60

Brought forward.....		\$148,921 60
July 20..	To cash paid Thomas McGregor, waterboy, as per voucher, No. 580, on file in Comptroller's office .....	1 80
"	..To cash paid John Kelly, cartman, as per voucher, No. 581, on file in Comptroller's office.....	8 25
"	..To cash paid Frank Hockran, cartman, as per voucher No. 582, on file in Comptrollers office.....	4 00
"	..To cash paid Timothy Collins, cartman, as per voucher, No. 583, on file in Comptroller's office.....	8 50
July 24..	To cash paid John Calhoun, laborer, as per voucher, No. 584, on file in Comptroller's office. ....	2 50
"	..To cash paid Thos. Cockley, laborer, as per voucher, No. 585, file in the Comptroller's office.....	6 00
"	..To cash paid Henry J. Vanderbeck, double truck, as per voucher, No. 586, on file in Comptroller's office.....	10 50
July 31..	To cash paid Pat. McLaughlin, laborer, as per voucher, No. 587, on file in Comptroller's office.....	5 25
"	..To cash paid Michael Connelly, laborer, as per voucher, No. 588, on file in Comptroller's office.....	1 50
"	..To cash paid Benton & Smith, tool wagons, as per voucher, No. 589, on file in Comptroller's office.....	938 75
"	..To cash paid John Gibney, laborer, as per voucher, No. 590, on file in Comptroller's office.....	4 00
"	..To cash paid Philip Shehan, laborer, as per voucher, No. 591, on file in Comptroller's office.....	10 75
Aug. 2..	To cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 592, on file in Comptroller's office .....	208 34
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 593, on file in Comptroller's office .....	62 00
"	..To cash paid Lachlan H. McIntosh, disbursing clerk, as per voucher, No. 594, on file in Comptroller's office.....	104 17
"	..To cash paid M. Miller, property clerk, as per voucher, No. 595, on file in Comptroller's office.....	83 33
"	..To cash paid Alex. Renwick, park-keeper, as per voucher, No. 596, on file in Comptroller's office.....	54 25
"	..To cash paid F. Petrarchi, time keeper, as per voucher, No. 597, on file in Comptroller's office.....	41 67
"	..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 598, on file in Comptroller's office .....	100 00
"	..To cash paid E. P. Barker, clerks assistant, as per voucher, No. 599, on file in Comptroller's office.....	40 00
"	..To cash paid J. J. Bloomfield, for stationery, as per voucher, No. 600, on file in Comptroller's office.....	142 19
"	..To cash paid E. R. Tinker & Co., powder and cement, as per voucher No. 601, on file in Comptroller's office.....	354 25
Carried forward.....		\$151,133 60

Brought forward.....		\$151,133 60
Aug. 2..	To cash paid John Harvey, for binding plans, as per voucher, No. 602, on file in Comptroller's office.....	19 50
"	..To cash paid Henry Nelson, for tools, as per voucher, No. 603, on file in Comptroller's office.....	1118 94
"	..To cash paid E. Brown & Son, for leveling instruments, as per voucher, No. 604, on file in Comptroller's office....	130 00
"	..To cash paid Tribune, for advertising, as per voucher No. 605, on file in Comptroller's office.....	87 10
"	..To cash paid Nourse, Mason & Co., for draining tools, as per voucher, No. 606, on file in Comptroller's office.....	86 94
"	..To cash paid Nourse, Mason & Co., for canal barrows, as per voucher, No. 607, on file in Comptroller's office.....	191 52
"	..To cash paid Nourse, Manson & Co., for plows, &c., as per voucher No. 608, on file in Comptroller's office.....	273 50
"	..To cash paid Nourse, Mason & Co., for gardeners' tools, as per voucher, No. 609, on file in Comptroller's office.....	152 00
"	..To cash paid Nourse, Mason & Co., for axes, as per voucher, No. 610, on file in Comptroller's office.....	59 38
"	..To cash paid Nourse, Mason & Co., for spades and shovels, as per voucher, No. 611, on file in Comptroller's office....	162 60
"	..To cash paid Nourse, Mason & Co., for draining tools, as per voucher, No. 612, on file in Comptroller's office.....	204 37
Aug. 9..	To cash paid Treadwell & Jones, for tools, as per voucher, No. 613, on file in Comptroller's office.....	16 24
Aug. 21..	To cash paid Wm. A. Shepherd, for steel, as per voucher, No. 614, on file in Comptroller's office.....	365 55
"	..To cash paid Jas. C. Holden & Co., for iron, as per voucher, No. 615, on file in Comptroller's office.....	35 44
"	..To cash paid Cornells & Willis, for mattocks, as per voucher, No. 616, on file in Comptroller's office.....	37 80
"	..To cash paid Hazard Powder Co., for powder, as per voucher, No. 617, on file in Comptroller's office.....	527 50
"	..To cash paid J. Smith, Sons & Co., field umbrella for surveyors, as per voucher, No. 618, on file in Comptroller's office.....	8 00
"	..To cash paid Voorhees & Whitman, for use of shades at exhibition of plans, as per voucher No. 619, on file in Comptroller's office.....	6 00
"	..To cash paid Ottaviano Gore, for dockage of tile, as per voucher, No. 620, on file in Comptroller's office.....	6 25
"	..To cash paid L. J. Harvey, for trees, as per voucher, No. 621, on file in Comptroller's office.....	35 02
"	..To cash paid Pat. English, laborer, as per voucher, No. 622, on file in Comptroller's office.....	4 50
Carried forward.....		\$154,661 75

	Brought forward.....	\$154,661 75
Aug. 21.	To cash paid Pat. Prior, laborer, as per voucher, No. 623, on file in Comptroller's office .....	8 00
"	..To cash paid John Sheridan, truckman, as per voucher, No. 624, on file in Comptroller's office.....	21 00
"	..To cash paid Geo. Schwartz, laborer, as per voucher, No. 625, on file in Comptroller's office.....	8 75
"	..To cash paid E. C. Miller, engineer, as per voucher, No. 626, on file in Comptroller's office.....	60 75
"	..To cash paid Geo. G. Waring, Jr., engineer, as per voucher, No. 627, on file in Comptroller's office.....	135 00
"	..To cash paid W. H. Grant, engineer, as per voucher, No. 628, on file in Comptroller's office.....	135 00
"	..To cash paid John Crumley, Sr., assistant engineer, as per voucher, No. 629, on file in Comptroller's office .....	38 25
"	..To cash paid John Bogart, assistant engineer, as per voucher, No. 630, on file in Comptroller's office.....	67 50
"	..To cash paid J. H. Pieper, assistant engineer, as per voucher, No. 631, on file in Comptroller's office.....	74 25
"	..To cash paid C. Vaux, assistant to Architect-in-Chief, as per voucher, No. 632, on file in Comptroller's office.....	135 00
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 633, on file in Comptroller's office.....	60 75
"	..To cash paid Henry Berrenger, draughtsman, as per voucher, No. 634, on file in Comptroller's office.....	67 50
"	..To cash paid Patrick Baxter, cartman, as per voucher, No. 635, on file in Comptroller's office.....	10 00
"	..To cash paid Frank Martin, stone-breaker, as per voucher, No. 636, on file in Comptroller's office.....	2 50
"	..To cash paid Jas. S. Lawrence, engineer, as per voucher No. 637, on file in Comptroller's office.....	67 50
"	..To cash paid Watson Webb, engineer, as per voucher, No. 638, on file in Comptroller's office.....	15 00
"	..To cash paid W. W. Dechert, engineer, as per voucher, No. 639, on file in Comptroller's office.....	20 00
"	..To cash paid Gaylor & Carrington, for lumber, as per voucher No. 640, on file in Comptroller's office.....	37 08
"	..To cash paid Gaylor & Carrington, for lumber, as per voucher, No. 641, on file in Comptroller's office.....	18 75
"	..To cash paid Tredwell & Jones, sledge handles, as per voucher, No. 642, on file in Comptroller's office .....	116 50
"	..To cash paid New York Sun, advertising, as per voucher, No. 643, on file in Comptroller's office .....	32 38
July 14.	To cash paid laborers, &c., pay-roll, No. 32, July 10th, as per voucher, No. 614, on file in Comptroller's office .....	14,752 70
	Carried forward.....	\$170,545 91



Brought forward.....		\$170,545 91
July 24..	To cash paid laborers, &c, as per pay-roll, No. 33, July 24th, as per voucher No. 615, on file in Comptroller's office.....	18,004 44
Aug. 2..	To cash paid park-keeper, as per pay-roll, Aug. 1st, as per voucher, No. 646, on file in Comptroller's office.....	1,232 00
"	..To cash paid park-keepers, (special) as per pay-roll, Aug. 1st, as per voucher, No. 647, on file in Comptroller's office.	77 00
"	..To cash paid P. Lawson & Sons, for trees, as per voucher, No. 648, on file in Comptroller's office.....	532 59
Aug. 7..	To cash paid L. L. O'Regan, assistant foreman, as per voucher, No. 649, on file in Comptroller's office.....	1 25
Aug. 5..	To cash paid Patrick Kelly, laborer, as per voucher, No. 650, on file in Comptroller's office.....	5 00
Aug. 7..	To cash paid Michael Mulligan, laborer, as per voucher, No. 651, on file in Comptroller's office.....	1 50
"	..To cash paid laborers, &c., as per pay roll, No. 34, Aug. 7th, as per voucher, No. 652, on file in Comptroller's office	21,197 75
Aug. 18..	To cash paid Francis Kepper, laborer, as per voucher, No. 653, on file in Comptroller's office.....	1 00
"	..To cash paid Pierce Martin, laborer, as per voucher, No. 654, on file in Comptroller's office.....	50
Aug. 20..	To cash paid E. Robinson, Jr., Commissioner's fees, as per voucher, No. 655, on file in Comptroller's office.....	11 50
"	..To cash paid A. Hitchcock, for fuse, as per voucher, No. 656, on file in Comptroller's office.....	550 00
"	..To cash paid J. R. Morgan, for powder and signal flags, as per voucher, No. 657, on file in Comptroller's office.....	256 00
"	..To cash paid George Denniston, for plows, &c., as per voucher, No. 658, on file in Comptroller's office .....	16 75
"	..To cash paid Henry Homer, for blacksmiths' tools, as per voucher, No. 659, on file in Comptroller's office.....	193 96
Aug. 29..	To cash paid Third Avenue Railroad Co., for manure, as per voucher, No. 660, on file in Comptroller's office.....	248 75
"	..To cash paid G. S. Mott, for lumber, as per voucher, No. 661, on file in Comptroller's office .....	843 18
"	..To cash paid Peter Hayes, for charcoal, as per voucher, No. 662, on file in Comptroller's office .....	26 01
"	..To cash paid Francis Jordan, cartman, as per voucher, No. 663, on file in Comptroller's office.....	2 00
"	..To cash paid James Riley, truckman, as per voucher, No. 664, on file in Comptroller's office .....	16 62
"	..To cash paid James Riley, 2d, truckman, as per voucher, No. 665, on file in Comptroller's office.....	7 00
"	..To cash paid laborers, &c., pay-roll No. 35, Aug. 21st, as per voucher, No. 666, on file in Comptroller's office.....	23,079 08
Carried forward.....		\$236,849 79

Brought forward.....		\$236,849 79
Aug. 29..	To cash paid Candee, Arnold & Co., for lime, as per voucher, No. 667, on file in Comptroller's office .....	2 90
"	..To cash paid F. L. Vultee, for serving papers, as per voucher, No. 668, on file in Comptroller's office.....	10 00
"	..To cash paid Jno. McMahon, cartman, as per voucher, No. 669, on file in Comptroller's office.....	4 00
"	..To cash paid Chas. McMahon, cartman, as per voucher, No. 670, on file in Comptroller's office.....	2 00
Sept. 2..	To cash paid M. Betts, engineer, as per voucher, No. 671, on file in Comptroller's office.....	17 50
"	..To cash paid A. G. Childs, draughtsman, as per voucher, No. 672, on file in Comptroller's office.....	21 00
"	..To cash paid Patrick Dowd, draughtsman, as per voucher, No. 673, on file in the Comptroller's office.....	31 50
"	..To cash paid E. C. Miller, draughtsman, as per voucher, No. 674, on file in Comptroller's office.....	58 50
"	..To cash paid C. Spangenburg, draughtsman, as per voucher, No. 675, on file in Comptroller's office.....	42 75
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 676, on file in Comptroller's office.....	58 50
"	..To cash paid Geo. E. Waring, Jr., engineer, as per voucher, No. 677, on file in Comptroller's office.....	130 00
"	..To cash paid W. H. Grant, engineer, as per voucher, No. 678, on file in Comptroller's office.....	130 00
"	..To cash paid Watson Webb, engineer, as per voucher, No. 679, on file in Comptroller's office.....	65 00
"	..To cash paid W. W. Dechert, engineer, as per voucher, No. 680, on file in Comptroller's office.....	65 00
"	..To cash paid John Bogart, engineer, as per voucher, No. 681, on file in Comptroller's office.....	65 00
"	..To cash paid J. S. Lawrence, engineer, as per voucher, No. 682, on file in Comptroller's office.....	65 00
"	..To cash paid J. H. Piper, engineer, as per voucher, No. 683, on file in Comptroller's office.....	71 50
"	..To cash paid Henry Bieringer, draughtsman, as per voucher, No. 684, on file in Comptroller's office .....	65 00
"	..To cash paid C. Vaux, assistant to architect-in-chief, as per voucher, No. 685, on file in Comptroller's office.....	130 00
"	..To cash paid John Crumley, Jr., chairman, as per voucher, No. 686, on file in Comptroller's office.....	12 00
"	..To cash paid Fras. Petrarchi, clerk, as per voucher, No. 687, on file in Comptroller's office .....	50 00
"	..To Cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 688, on file in Comptroller's office .....	208 33
Carried forward.....		\$238,185 27

Brought forward.....		\$238,185 27
Sept. 2..	To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 689, on file in Comptroller's office.....	104 17
Sept. 3..	To cash paid A. Renwick, park-keeper, as per voucher, No. 690, on file in Comptroller's office.....	57 25
"	..To cash paid M. Miller, property clerk, as per voucher, No. 691, on file in Comptroller's office.....	53 34
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 692, on file in Comptroller's office.....	62 00
"	..To cash paid E. P. Barker, assistant to clerk of Commission, as per voucher, No. 693, on file in Comptroller's office.....	40 00
"	..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 694, on file in Comptroller's office.....	100 00
"	..To cash paid Wm. Fitzpatrick, laborer, as per voucher, No. 695, on file in Comptroller's office.....	7 00
"	..To cash paid Thomas Dickman, laborer, as per voucher, No. 696, on file in Comptroller's office.....	3 00
"	..To cash paid Pat. Conroy, laborer, as per voucher, No. 697, on file in Comptroller's office.....	4 75
"	..To cash paid Michael Cogle, laborer, as per voucher, No. 698, on file in Comptroller's office.....	5 75
"	..To cash paid Bernard Gelson, laborer, as per voucher, No. 699, on file in Comptroller's office.....	5 00
"	..To cash paid F. Von Fritsch, laborer, as per voucher, No. 700, on file in Comptroller's office.....	75
"	..To cash paid M. Rehling, laborer, as per voucher, No. 701, on file in Comptroller's office.....	50
"	..To cash paid John Garba, stone-breaker, as per voucher, No. 702, on file in Comptroller's office.....	7 74
"	..To cash paid R. F. Martin, cartman, as per voucher, No. 703, on file in Comptroller's office.....	1 50
"	..To cash paid James Cole, cartman, as per voucher, No. 704, on file in Comptroller's office.....	2 00
"	..To cash paid J. E. Barber, waterboy, as per voucher, No. 705, on file in Comptroller's office.....	1 20
"	..To cash paid D. Gallagher, for carting manure, as per voucher, No. 706, on file in Comptroller's office.....	525 00
"	..To cash paid James Lynch, general foreman, as per voucher, No. 707, on file in Comptroller's office.....	12 00
"	..To cash paid D. H. Hart, for incidental expenses of office, as per voucher, No. 708, on file in Comptroller's office.....	16 46
"	..To cash paid Colin Lightbody, for pumps, as per voucher, No. 709, on file in Comptroller's office.....	12 00
"	..To cash paid Nourse, Mason & Co, for plow points, as per voucher, No. 710, on file in Comptroller's office.....	26 19
Carried forward.....		\$239,262 87

	Brought forward .....	\$239,262 87
Sept. 3..	To cash paid Nourse, Mason & Co., for plow points, as per voucher, No. 711, on file in Comptroller's office .....	17 91
"	..To cash paid R. C. Root, Anthony & Co., for stationery, as per voucher, No. 712, on file in Comptroller's office .....	40 04
"	..To cash paid A. Quackenbush, Jr. & Co., for shovels, as per voucher, No. 713, on file in Comptroller's office .....	74 70
"	..To cash paid Quackenbush, Jr. & Co., for axes, hatchets, &c., as per voucher, No. 714, on file in Comptroller's office .....	7 75
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 715, on file in Comptroller's office .....	9 52
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 716, on file in Comptroller's office .....	281 00
"	..To cash paid E. Robinson, Jr., commissioner's fees, as per voucher, No. 717, on file in Comptroller's office .....	8 50
"	..To cash paid R. L. Allen, for mattocks and sledge-hammers, as per voucher, No. 718, on file in Comptroller's office .....	52 00
"	..To cash paid J. Gallagher, for carting manure, as per voucher, No. 719, on file in Comptroller's office .....	496 00
Sept. 8..	To cash paid Geo. Dunn, for counting brick, as per voucher, No. 720, on file in Comptroller's office .....	15 67
Sept. 29..	To cash paid Geo. H. Gardiner, for wagon, as per voucher, No. 721, on file in Comptroller's office .....	125 00
Sept. 20..	To cash paid Third Avenue Railroad Co., for manure, as per voucher No. 722, on file in Comptroller's office .....	311 25
Sept. 3..	To cash paid E. & G. W. Blunt, for surveying implements, as per voucher, No. 723, on file in Comptroller's office .....	143 00
"	..To cash paid Wetmore & Co., for harrows, &c., as per voucher, No. 724, on file in Comptroller's office .....	150 57
"	..To cash paid Wetmore & Co., for crowbars, as per voucher, No. 725, on file in Comptroller's office .....	78 14
"	..To cash paid Wetmore & Co., crowbars, as per voucher, No. 726, on file in Comptroller's office .....	67 33
"	..To cash paid C. A. Rowalle, amount advanced by him to laborers, as per voucher No. 727, on file in Comptroller's office .....	10 00
Sept. 18..	To cash paid James Hogg, expenses, as per voucher No. 728, on file in Comptroller's office .....	100 00
Sept. 10..	To cash paid G. S. Mott, for lumber, as per voucher, No. 729, on file in Comptroller's office .....	419 22
Sept. 11..	To cash paid Francis Fagan, for freight on manure, as per voucher No. 730, on file in Comptroller's office .....	100 00
Sept. 20..	To cash paid D. B. Morrell, carting manure, as per voucher, No. 731, on file in Comptroller's office .....	124 50
Sept. 9..	To cash paid D. B. Morrell, carting manure, as per voucher, No. 732, on file in Comptroller's office .....	99 50
	Carried forward .....	\$242,014 47

Brought forward.....		\$24,014 47
Sept. 11..	To cash paid J. R. Morgan, for powder and fuse, as per voucher, No. 733, on file in Comptroller's office .....	699 00
Sept. 3..	To cash paid J. C. Holden & Co., for iron and steel, as per voucher, No. 734, on file in Comptroller's office.....	114 29
"	..To cash paid Horace Greely & Co., for subscription to Tribune, as per voucher, No. 735, on file in Comptroller's office .....	6 50
Sept. 20..	To cash paid Fairbank & Co., for scales, as per voucher, No. 736, on file in Comptroller's office.....	57 00
"	..To cash paid Coffin & Kenworthy, for shovels, &c., as per voucher, No. 737, on file in Comptroller's office.....	97 00
"	..To cash paid Coffin & Kenworthy, for canal harrows, as per voucher, No. 738, on file in Comptroller's office .....	217 50
"	..To cash paid Tredwell & Jones, for sledge handles, as per voucher, No. 739, on file in Comptroller's office.....	31 25
"	..To cash paid Henry Nelson, for picks and mattocks, as per voucher, No. 740, on file in Comptroller's office.....	678 30
"	..To cash paid John Smith, for stone hoats, as per voucher, No. 741, on file in Comptroller's office.....	47 50
Sept. 9..	To cash paid John Smith, stone hoat plank, as per voucher, No. 742, on file in Comptroller's office.....	187 72
Sept. 3..	To cash paid Bank of Commerce, for rent of rooms, as per voucher, No. 743, on file in Comptroller's office.....	250 00
"	[..To cash paid Bank of Commerce, services of janitor, as per voucher, No. 744, on file in Comptroller's office.....	21 00
Sept. 20..	To cash paid C. L. Young & Co., for coal, as per voucher, No. 745, on file in Comptroller's office.....	78 62
"	..To cash paid J. H. Pepper, for castings, as per voucher, No. 746, on file in Comptroller's office.....	2 20
Sept. 3..	To cash paid C. & W. McCammon, for tiles, as per voucher, No. 747, on file in Comptroller's office.....	159 60
"	..To cash paid C. & W. McCammon, for tiles, as per voucher, No. 748, on file in Comptroller's office.....	390 91
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 749, on file in Comptroller's office.....	240 74
Sept. 20..	To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 750, on file in Comptroller's office .....	117 15
Sept. 11..	To cash paid Michael Miller, for freight expenses, as per voucher, No. 751, on file in Comptroller's office .....	25 25
Sept. 3..	To cash paid Michael Miller, for freight expenses, as per voucher, No. 752, on file in Comptroller's office.....	30 71
Sept. 11..	To cash paid R. E. Selmer, for Commissioners fees, as per voucher, No. 753, on file in Comptroller's office .....	5 75
Sept. 3..	To cash paid Jno J. Bloomfield, stationery, as per voucher, No. 754, on file in Comptroller's office.....	315 90
Carried forward.....		\$24,788 36

Brought forward .....		\$245,788 36
Oct. 4..	To cash paid B. F. Crane, clerk, as per voucher, No. 755, on file in Comptroller's office.....	54 00
Aug. 3..	To cash paid J. F. Fielder, general foreman, as per voucher, No. 756, on file in Comptroller's office.....	24 00
Oct. 1..	To cash paid F. Petrarchi, time keeper, as per voucher, No. 757, on file in Comptroller's office.....	50 00
"	To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 758, on file in Comptroller's office .....	104 16
"	To cash paid F. L. Olmstead, architect-in-chief, as per voucher, No. 759, on file in Comptroller's office.....	205 33
"	To cash paid C. Vaux, assistant to Architect-in-Chief, as per voucher, No. 760, on file in Comptroller's office.....	130 00
"	To cash paid A. Renwick, park-keeper, as per voucher, No. 761, on file in Comptroller's office .....	60 00
"	To cash paid H. P. Smith, clerk, as per voucher, No. 762, on file in Comptroller's office .....	60 00
"	To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 763, on file in Comptroller's office .....	40 00
"	To cash paid W. H. Grant, engineer, as per voucher, No. 764, on file in Comptroller's office .....	130 00
"	To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 765, on file in Comptroller's office.....	100 00
"	To cash paid M. Miller, property clerk, as per voucher, No. 766, on file in Comptroller's office .....	63 33
Oct. 4..	To cash paid Geo. M. Van Nort, clerk, as per voucher No. 767, on file in Comptroller's office.....	54 00
Oct. 25..	To cash paid Geo. M. Van Nort, clerk, as per voucher, No. 768, on file in Comptroller's office.....	63 00
Oct. 4..	To cash paid S. A. Hopkins, clerk, as per voucher, No. 769, on file in Comptroller's office. ....	54 00
Oct. 25..	To cash paid S. A. Hopkins clerk, as per voucher, No. 770, file in the Comptroller's office .....	60 00
"	To cash paid Geo. E. Waring, Jr., engineer, as per voucher, No. 771, on file in Comptroller's office .....	130 00
Oct. 4..	To cash paid Charles Spangenburg, draughtsman, as per voucher, No. 772, on file in Comptroller's office .....	49 50
Oct. 1..	To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 773, on file in Comptroller's office.....	58 50
"	To cash paid E. C. Miller, engineer, as per voucher, No. 774, on file in Comptroller's office.....	58 50
Oct. 22 ..	To cash paid H. Gaebel, assistant engineer, as per voucher, No. 775, on file in Comptroller's office.....	30 00
Oct. 1..	To cash paid J. H. Pieper, assistant engineer, as per voucher, No. 776, on file in Comptroller's office.....	71 50
Carried forward.....		\$247,461 18

Brought forward.....		\$247,461 18
Oct. 1..	To cash paid H. Bieringer, draughtsman, as per voucher, No. 777, on file in Comptroller's office.....	65 00
"	..To cash paid J. S. Lawrence, assistant engineer, as per voucher, No. 778, on file in Comptroller's office .....	65 00
"	..To cash paid Watson Webb, assistant engineer, as per voucher, No. 779, on file in Comptroller's office.....	22 50
"	..To cash paid Patrick Dowd, assistant engineer, as per voucher, No. 780, on file in Comptroller's office.....	60 00
"	..To cash paid W. W. Dechert, assistant engineer, as per voucher, No. 781, on file in Comptroller's office.....	65 00
"	..To cash paid Jno. Bogart, assistant engineer, as per voucher, No. 782, on file in Comptroller's office.....	65 00
Oct. 4..	To cash paid A. G. Childs, assistant engineer, as per voucher, No. 783, on file in Comptroller's office.....	42 50
Oct. 1..	To cash paid M. Betts, assistant engineer, as per voucher, No. 784, on file in Comptroller's office .....	65 00
Oct. 23..	To cash paid W. A. McSpedon, for services of ox teams, as per voucher, No. 785, on file in Comptroller's office.....	78 00
Oct. 28..	To cash paid Andrew Young, for services of ox teams, as per voucher, No. 786, on file in Comptroller's office.....	27 75
"	..To cash paid Andrew Young, for services of ox teams, as per voucher, No. 787, on file in Comptroller's office....	3 00
"	..To cash paid Wm. Gorman, for services of double truck, as per voucher, No. 788, on file in Comptroller's office.....	38 50
Oct. 30..	To cash paid Mary Tague, for services of horse and cart, as per voucher, No. 789, on file in Comptroller's office.....	4 50
Oct. 27..	To cash paid John W. Kramer, for services of horse and cart, as per voucher, No. 790, on file in Comptroller's office ....	3 00
"	..To cash paid John W. Kramer, for services of horse and cart, as per voucher, No. 791, on file in Comptroller's office....	1 00
Oct. 9..	To cash paid M. Horan, for services of horse and cart, as per voucher No. 792, on file in Comptroller's office .....	20 50
"	..To cash paid M. Rafferty, laborer, as per voucher, No. 793, on file in Comptroller's office.....	6 75
"	..To cash paid M. Rafferty, laborer, as per voucher, No. 794, on file in Comptroller's office .....	1 00
Oct. 22..	To cash paid Peter Belli, laborer, as per voucher, No. 795, on file in Comptroller's office .....	9 25
"	..To cash paid Stephen Belli, laborer, as per voucher, No. 796, on file in Comptroller's office.....	6 75
"	..To cash paid Patrick Casey, laborer, as per voucher, No. 797, on file in Comptroller's office .....	4 75
"	..To cash paid Timothy Brown, laborer, as per voucher, No. 798, on file in Comptroller's office.....	50
Carried forward.....		\$248,116 43

Brought forward.....		\$248,116 43
Oct. 21..	To cash paid C. O'Leary, laborer, as per voucher, No. 799, on file in Comptroller's office.....	2 00
Oct. 13..	To cash paid John Murphy, as per voucher, No. 800, on file in Comptroller's office.....	2 50
Oct. 23..	To cash paid Thos. Daley, laborer, as per voucher, No. 801, on file in Comptroller's office.....	1 25
Oct. 27..	To cash paid Thomas Connelly, laborer, as per voucher, No. 802, on file in Comptroller's office.....	3 00
"	To cash paid John Dunn, laborer, as per voucher, No. 803, on file in Comptroller's office.....	5 25
Oct. 27..	To cash paid John Nolan, laborer, as per voucher, No. 804, on file in Comptroller's office.....	4 25
Oct. 25..	To cash paid Thomas Roberts, laborer, as per voucher, No. 805, on file in Comptroller's office.....	9 25
Oct. 5..	To cash paid Pat. McDonald, laborer, as per voucher, No. 806, on file in Comptroller's office.....	1 50
Oct. 2..	To cash paid Daniel Clark, cartman, as per voucher, No. 807, on file in Comptroller's office.....	14 00
Sept. 9..	To cash paid John Mullaney, laborer, as per voucher, No. 808, on file in Comptroller's office.....	5 75
Oct. 5..	To cash paid Wm. Ramsey, laborer as per voucher No. 809, on file in Comptroller's office.....	1 75
"	To cash paid John Brash, laborer, as per voucher, No. 810, on file in Comptroller's office.....	3 00
Oct. 21..	To cash paid John Kerwin, laborer, as per voucher, No. 811, on file in Comptroller's office.....	3 50
Sept. 25..	To cash paid Thomas O'Connor, laborer, as per voucher, No. 812, on file in Comptroller's office.....	6 25
"	To cash paid R. W. Copeland, proportion of proceeds of exhibition of plans, as per voucher, No. 813, on file in Comptroller's office.....	10 53
"	To cash paid Charles Follen, proportion of proceeds of exhi- bition of plans, as per voucher, No. 814, on file in Com- ptroller's office.....	10 53
Sept. 23..	To cash paid Charles Lyon, proportion of proceeds of exhi- bition of plans, as per voucher, No. 815, on file in Comp- troller's office.....	10 53
Sept. 21....	To cash paid Paul Schultze, proportion of proceeds of exhi- bition of plans, as per voucher, No. 816, on file in Comp- troller's office.....	10 53
Sept. 11..	To cash paid John J. Rink, proportion of proceeds of exhi- bition of plans, as per voucher No. 817, on file in Comp- troller's office.....	10 53
Carried forward.....		\$248,232 33



Brought forward.....		\$248,232 33
Sept. 12..	To cash paid Graham & Bagley, proportion of proceeds of exhibition of plans, as per voucher, No. 818, on file in Comptroller's office.....	10 53
"	..To cash paid H. Noury, proportion of proceeds of exhibition of plans, as per voucher, No. 819, on file in Comptroller's office.....	10 53
Sept. 25..	To cash paid R. M. Copeland, proportion of proceeds of exhibition of plans, as per voucher, No. 820, on file in Comptroller's office.....	10 53
Sept. 9..	To cash paid J. B. Deutsch, proportion of proceeds of exhibition of plans, as per voucher, No. 821, on file in Comptroller's office.....	10 53
Sept. 22..	To cash paid W. L. Fischer, proportion of proceeds of exhibition of plans, as per voucher No. 822, on file in Comptroller's office.....	10 53
Sept. 28..	To cash paid Jno. P. Cumming, for gravel, as per voucher No. 823, on file in Comptroller's office.....	1,180 80
"	..To cash paid Abraham Crocheron, for manure, as per voucher, No. 824, on file in Comptroller's office.....	16 68
"	..To cash paid R. P. Parrot, for iron pipe, as per voucher, No. 825, on file in Comptroller's office.....	85 13
"	..To cash paid W. N. Seymour & Co., hardware, as per voucher, No. 826, on file in Comptroller's office.....	27 95
"	..To cash paid D. B. Morrell, carting manure, as per voucher, No. 827, on file in Comptroller's office.....	113 00
"	..To cash paid Sperry & Bryant, for clock, as per voucher, No. 828, on file in Comptroller's office.....	7 00
"	..To cash paid James Price, for plan table, &c., as per voucher, No. 829, on file in Comptroller's office.....	148 74
"	..To cash paid Owen C. Owens, for time books of labor, as per voucher, No. 830, on file in Comptroller's office.....	45 50
"	..To cash paid Baker & Godwin, for printing, as per voucher, No. 831, on file in Comptroller's office.....	27 00
Sept. 25..	To cash paid John Smith, stone boat, as per voucher, No. 832, on file in Comptroller's office.....	363 00
Sept. 28..	To cash paid Third Avenue Railroad Co., for manure, as per voucher No. 833, on file in Comptroller's office.....	282 50
"	..To cash paid W. R. Gould, for engineers' drawing paper, as per voucher, No. 834, on file in Comptroller's office.....	5 00
"	..To cash paid Samuel Messereaux, for sand, as per voucher, No. 835, on file in Comptroller's office.....	33 50
"	..To cash paid R. L. Allen, for shovels, as per voucher, No. 836, on file in Comptroller's office.....	100 50
Carried forward.....		\$250,721 28

Brought forward.....		\$250,721 28
Sept. 28..	To cash paid Lawrence Costello, carting manure, as per voucher, No. 837, on file in Comptroller's office .....	1 72
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 838, on file in Comptroller's office.....	66 42
"	..To cash paid Stewart & Howell, for mason work, as per voucher, No. 839, on file in Comptroller's office.....	31 80
"	..To cash paid Bouton & Smith, for axles, &c., as per voucher, No. 840, on file in Comptroller's office.....	63 64
"	..To cash paid H. A. Millard, for sand, as per voucher, No. 841, on file in Comptroller's office.....	151 25
July 8..	To cash paid L. Hauser, for printing, as per voucher, No. 842, on file in Comptroller's office.....	3 50
Oct. 13..	To cash paid W. A. Shepard, for steel, as per voucher, No. 843, on file in Comptroller's office.....	1,077 66
Oct. 25..	To cash paid C. & W. McCammon, for tile, as per voucher, No. 844, on file in Comptroller's office.....	2,840 56
Oct. 13..	To cash paid John Osborn, for sashes, as per voucher, No. 845, on file in Comptroller's office .....	61 00
"	..To cash paid schooner Telegraph, for freight of manure, as per voucher, No. 846, on file in Comptroller's office.....	381 25
"	..To cash paid Peck, Gedney & Co., for brick, &c., as per voucher No. 847, on file in Comptroller's office.....	2,022 09
"	..To cash paid Hazard Powder Co., for powder, as per voucher, No. 848, on file in Comptroller's office .....	1,035 00
"	..To cash paid P. Brennan, for coal, as per voucher, No. 849, on file in Comptroller's office .....	360 45
Oct. 25..	To cash paid D. Gallagher, for carting manure, as per voucher, No. 850, on file in Comptroller's office.....	332 50
Oct. 1..	To cash paid D. Gallagher, for carting manure, as per voucher No. 851, on file in Comptroller's office.....	700 00
Oct. 7..	To cash paid G. S. Mott, for lumber, as per voucher, No. 852, on file in Comptroller's office.....	830 07
Oct. 28..	To cash paid Daily News, for advertising, as per voucher, No. 853, on file in Comptroller's office.....	78 00
Oct. 7..	To cash paid Francis Fagan, for freighting manure, as per voucher, No. 854, on file in Comptroller's office.....	260 00
Oct. 25..	To cash paid Tupper & Wilcox, for lumber, as per voucher, No. 855, on file in Comptroller's office.....	186 36
Sept. 29..	To cash paid J. A. Francis, for hammers, as per voucher, No. 856, on file in Comptroller's office.....	30 00
Sept. 20..	To cash paid Wetmore & Co., for pump chain, &c., as per voucher, No. 857, on file in Comptroller's office .....	7 14
"	..To cash paid S. B. Terry, clock, as per voucher, No. 858, on file in Comptroller's office.....	12 00
Carried forward.....		\$261,253 69

Brought forward.....		\$261,253 69
Oct. 8.	To cash paid James Hogg, for expenses, as per voucher, No. 859, on file in Comptroller's office.....	275 00
Oct. 13.	To cash paid E. Robinson, Jr., commissioner's fees, as per voucher, No. 860, on file in Comptroller's office.....	18 38
Sept. 20.	To cash paid Treadwell & Jones, for sledge handles, as per voucher, No. 861, on file in Comptroller's office.....	125 02
"	To cash paid A. D. Ewen, surveyor, as per voucher, No. 862, on file in Comptroller's office.....	80 00
Oct. 25.	To cash paid D. W. Quimby, for freight on manure, as per voucher, No. 863, on file in Comptroller's office.....	331 25
"	To cash paid John Kerns, for carting manure, as per voucher, No. 864, on file in Comptroller's office.....	4 68
"	To cash paid J. R. Morgan, for powder, as per voucher, No. 865, on file in Comptroller's office.....	1,880 00
"	To cash paid Foreign Salt Co., for salt, as per voucher, No. 866, on file in Comptroller's office.....	56 45
Oct. 26.	To cash paid A. G. Lawson, for brick, as per voucher No. 867, on file in Comptroller's office.....	579 13
Oct. 28.	To cash paid Magnetic Telegraph Co., for poles, as per voucher, No. 868, on file in Comptroller's office.....	5 60
Nov. 10.	To cash paid Thos. Gallagher, laborer, as per voucher, No. 869, on file in Comptroller's office.....	1 95
Nov. 1.	To cash paid Geo. E. Waring, Jr., engineer, as per voucher, No. 870, on file in Comptroller's office.....	130 00
"	To cash paid W. W. Dechert, engineer, as per voucher, No. 871, on file in Comptroller's office.....	52 50
"	To cash paid John Bogart, engineer, as per voucher, No. 872, on file in Comptroller's office.....	50 00
"	To cash paid W. H. Grant, engineer, as per voucher, No. 873, on file in Comptroller's office.....	130 00
"	To cash paid M. Betts, engineer, as per voucher, No. 874, on file in Comptroller's office.....	65 00
"	To cash paid J. S. Lawrence, engineer, as per voucher, No. 875, on file in Comptroller's office.....	65 00
"	To cash paid C. Vaux, assistant to Architect-in-Chief, as per voucher, No. 876, on file in Comptroller's office.....	130 00
"	To cash paid Henry Bieringer, draughtsman, as per voucher, No. 877, on file in Comptroller's office.....	65 00
Oct. 25.	To cash paid B. F. Crane, clerk, as per voucher, No. 878, on file in Comptroller's office.....	12 00
Nov. 1.	To cash paid B. F. Crane, clerk, as per voucher, No. 879, file in the Comptroller's office.....	78 00
"	To cash paid S. A. Hopkins, clerk, as per voucher, No. 880, on file in Comptroller's office.....	78 00
Carried forward.....		\$265,466 65

Brought forward .....		\$265,466 65
Nov. 1..	To cash paid Geo. M. Van Nort, clerk, as per voucher No. 881, on file in Comptroller's office.....	78 00
"	..To cash paid G. P. McLaehlan, draughtsman, as per voucher, No. 882, on file in Comptroller's office.....	58 50
"	..To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 883, on file in Comptroller's office .....	40 00
"	..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 884, on file in Comptroller's office .....	100 00
"	..To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 885, on file in Comptroller's office.....	104 17
"	..To cash paid M. Miller, property clerk, as per voucher, No. 886, on file in Comptroller's office.....	83 33
"	..To cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 887, on file in Comptroller's office .....	333 33
"	..To cash paid Alex. Renwick, park-keeper, as per voucher, No. 888, on file in Comptroller's office .....	62 00
"	..To cash paid F. Petrarchi, time keeper, as per voucher, No. 889, on file in Comptroller's office.....	50 00
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 890, on file in Comptroller's office .....	62 00
Nov. 16..	To cash paid John McGuire, double truck, as per voucher, No. 891, on file in Comptroller's office.....	14 00
Nov. 2..	To cash paid Andrew Nelson, foreman, as per voucher, No. 892, on file in Comptroller's office.....	13 12
"	..To cash paid Andrew Nelson, foreman, as per voucher No. 893, on file in Comptroller's office.....	18 00
"	..To cash paid Andrew Nelson, foreman, as per voucher, No. 894, on file in Comptroller's office.....	4 06
Nov. 11..	To cash paid Thomas Mackin, laborer, as per voucher, No. 895, on file in Comptroller's office.....	8 00
Nov. 8..	To cash paid Francis Kelly, cartman, as per voucher, No. 896, on file in Comptroller's office.....	11 00
Nov. 13..	To cash paid Mich'l Masterton, laborer, as per voucher, No. 897, on file in Comptroller's office.....	8 80
Nov.	..To cash paid Benjamin Dubois, expressman, as per voucher, No. 898, on file in Comptroller's office.....	17 00
"	..To cash paid Benjamin Dubois, expressman, as per voucher, No. 899, on file in Comptroller's office.....	24 00
"	..To cash paid Ellen Dunn, for George Dunn, laborer, as per voucher, No. 900, on file in the Comptroller's office .....	9 75
Nov. 2..	To cash paid Patrick Burnes, laborer, as per voucher, No. 901, on file in Comptroller's office.....	9 75
Nov. 10..	To cash paid John W. Genet, cartman, as per voucher, No. 902, on file in Comptroller's office.....	16 30
Carried forward.....		\$266,589 76

Brought forward.....		\$266,589 76
Sept. 2..	To cash paid Edward Sackett, rodman, as per voucher, No. 903, on file in Comptroller's office.....	15 00
Nov. 15..	To cash paid Augustus Fitch, proportion of proceeds of exhibition of plans, as per voucher, No. 904, on file in Comptroller's office.....	10 53
"	..To cash paid J. Lanchame, proportion of proceeds of exhibition of plans, as per voucher, No. 905, on file in Comptroller's office.....	10 53
Nov. 11..	To cash paid Hopp & Vogel, proportion of proceeds of exhibition of plans, as per voucher, No. 906, on file in Comptroller's office.....	10 53
Nov. 2..	To cash paid Waring & Dwight, proportion of proceeds of exhibition of plans, as per voucher, No. 907, on file in Comptroller's office.....	10 53
"	..To cash paid R. Dolheim, proportion of proceeds of exhibition of plans, as per voucher No. 908, on file in Comptroller's office.....	10 53
Nov. 9..	To cash paid Adam Gegrich, proportion of proceeds of exhibition of plans, as per voucher, No. 909, on file in Comptroller's office.....	10 53
Nov. 8..	To cash paid L. Masquenier, proportion of proceeds of exhibition of plans, as per voucher, No. 910, on file in Comptroller's office.....	10 53
Nov. 9..	To cash paid Wm. Gunman, proportion of proceeds of exhibition of plans, as per voucher, No. 911, on file in Comptroller's office.....	10 53
Nov. 10..	To cash paid Arthur Hughes, proportion of proceeds of exhibition of plans, as per voucher, No. 912, on file in Comptroller's office.....	10 53
Nov. 15..	To cash paid E. Chamberlin, for brick, as per voucher, No. 913, on file in Comptroller's office.....	855 66
Oct. 23..	To cash paid New York Herald, for advertising, as per voucher, No. 914, on file in Comptroller's office.....	49 38
"	..To cash paid Evening Post, for advertising, as per voucher, No. 915, on file in Comptroller's office.....	3 12
"	..To cash paid New York Sun, for advertising,, as per voucher, No. 916, on file in Comptroller's office.....	3 33
"	..To cash paid New York Sun, for advertising, as per voucher, No. 917, on file in Comptroller's office.....	36 43
Sept. 20..	To cash paid New York Sun, for advertising, as per voucher, No. 918, on file in Comptroller's office.....	15 00
Oct. 28..	To cash paid Coffin & Kenworthy, for canal barrows, as per voucher, No. 919, on file in Comptroller's office.....	253 50
"	..To cash paid Coffin & Kenworthy, for spades, &c., as per voucher, No. 920, on file in Comptroller's office.....	68 00
Carried forward.....		\$267,933 99

Brought forward.....		\$267,983 99
Nov. 13..	To cash paid J. R. Morgan, for powder, as per voucher, No. 921, on file in Comptroller's office.....	470 00
Nov. 15..	To cash paid A. G. Lawson, for briok, as per voucher, No. 922, on file in Comptroller's office.....	275 00
Nov. 13..	To cash paid G. S. Mott, for lumber, as per voucher, No. 923, on file in Comptroller's office.....	124 64
Nov. 15..	To cash paid Mary Georghetti, for clerks' meals, as per voucher, No. 924, on file in Comptroller's office.....	25 80
Sept. ..	To cash paid M. Fulmer, carting tile, as per voucher, No. 925, on file in Comptroller's office.....	73 50
Oct. 28..	To cash paid E. R. Tinker & Co., for fuse, as per voucher, No. 926, on file in Comptroller's office.....	140 80
" ..	To cash paid Wetmore & Co., for iron, as per voucher, No. 927, on file in Comptroller's office.....	50 35
" ..	To cash paid Sage & Grant, for charcoal, as per voucher, No. 928, on file in Comptroller's office.....	54 00
Oct. 25..	To cash paid Manhattan Gas-light Co., for gas, as per voucher, No. 929, on file in Comptroller's office.....	34 44
Nov. 12..	To cash paid Theodore Hanesser, laborer, as per voucher, No. 930, on file in Comptroller's office.....	4 50
Sept. 3..	To cash paid Cornell & Willis, for hardware, as per voucher, No. 931, on file in Comptroller's office.....	74 85
Nov. 11..	To cash paid E. R. Tinker & Co., for powder, as per voucher, No. 932, on file in the Comptroller's office.....	700 00
Nov. 15..	To cash paid Richard Dudgeon, for hydraulic jack, as per voucher, No. 933, on file in Comptroller's office.....	85 50
" ..	To cash paid R. C. Root, Anthony & Co., for stationery, as per voucher, No. 934, on file in Comptroller's office.....	195 22
Nov. 17..	To cash paid M. Miller, for freight, expenses, &c., as per voucher, No. 935, on file in Comptroller's office.....	22 11
" ..	To cash paid D. H. Hart, for incidental expenses, as per voucher, No. 936, on file in Comptroller's office.....	37 11
Nov. 15..	To cash paid Bush, Gale & Robinson, for horax as per voucher, No. 937, on file in Comptroller's office.....	20 00
" ..	To cash paid Stokes & Bro., for zinc, as per voucher, No. 938, on file in Comptroller's office.....	19 17
Oct. 23..	To cash paid Griffney, Bro. & Co., for plows, as per voucher, No. 939, on file in Comptroller's office.....	15 50
Nov. 15..	To cash paid Thos. E. Bishop, crowbars, as per voucher, No. 940, on file in Comptroller's office.....	53 64
" ..	To cash paid Jno. C. Johnson, nails, as per voucher, No. 941, on file in Comptroller's office.....	61 75
Oct. 28..	To cash paid Daily Express, advertising, as per voucher, No. 942, on file in Comptroller's office.....	120 06
Carried forward.....		\$270,641 93

	Brought forward.....	\$270,641 93
Oct. 28.	To cash paid park-keepers, (special) as per pay-roll, Sept. 1st, as per voucher, No. 943, on file in Comptroller's office.....	57 75
"	..To cash paid park-keepers, as per pay-roll, Sept. 1st, as per voucher, No. 944, on file in Comptroller's office.....	1,217 00
"	..To cash paid park-keepers, as per pay-roll, Sept. 1st, as per voucher, No. 945, on file in Comptroller's office.....	1,178 75
"	..To cash paid park-keepers, (special), as per pay-roll, Sept. 1st, as per voucher, No. 946, on file in Comptroller's office.....	36 75
"	..To cash paid laborers, as per pay-roll, No. 36, Sept. 4th, as per voucher, No. 947, on file in Comptroller's office.....	23,483 46
"	..To cash paid laborers, as per pay-roll, No. 37, Sept. 6th, as per voucher, No. 948, on file in Comptroller's office.....	24,663 26
"	..To cash paid laborers, as per pay-roll, No. 38, Sept. 6th, as per voucher, No. 949, on file in Comptroller's office.....	29,031 61
"	..To cash paid laborers, as per pay-roll, No. 39, Sept. 4th, as per voucher, No. 950, on file in Comptroller's office.....	27,569 53
Dec. 1.	To cash paid Naylor & Co., for iron and steel, as per voucher, No. 951, on file in Comptroller's office.....	94 54
"	..To cash paid Naylor & Co., for iron and steel, as per voucher, No. 952, on file in Comptroller's office.....	9 55
Aug. 4.	To cash paid Aug. Ritstein, draughtsman, as per voucher, No. 953, on file in Comptroller's office.....	15 00
Dec. 1.	To cash paid E. C. Miller, assistant engineer, as per voucher, No. 954, on file in Comptroller's office.....	62 50
"	..To cash paid Alexander Renwick, park-keeper, as per voucher, No. 955, on file in Comptroller's office.....	60 00
Dec. 3.	To cash paid A. G. Childs, assistant engineer, as per voucher No. 956, on file in Comptroller's office.....	62 50
Dec. 1.	To cash paid Gattlieb Bechtel, draughtsman, as per voucher, No. 957, on file in Comptroller's office.....	37 50
"	..To cash paid J. L. Mapes, assistant engineer, as per voucher, No. 958, on file in Comptroller's office.....	48 00
"	..To cash paid Watson Wehh, assistant engineer, as per voucher, No. 959, on file in Comptroller's office.....	27 50
Dec. 3.	To cash paid C. Vaux, assistant to architect-in-chief, as per voucher, No. 960, on file in Comptroller's office.....	125 00
"	..To cash paid W. H. Grant, engineer, as per voucher, No. 961, on file in Comptroller's office.....	125 00
"	..To cash paid H. P. Smith, clerk, as per voucher, No. 962, on file in Comptroller's office.....	50 00
"	..To cash paid Jos. B. Curtis, draughtsman, as per voucher, No. 963, on file in Comptroller's office.....	12 00
"	..To cash paid Jos. B. Curtis, draughtsman, as per voucher, No. 964, on file in the Comptroller's office.....	37 50
	Carried forward.....	\$378,646 63

	Brought forward.....	\$378,646 63
Dec. 3..	To cash paid M. A. Kellogg, engineer, as per voucher, No. 965, on file in Comptroller's office.....	50 00
"	..To cash paid M. A. Kellogg, engineer, as per voucher, No. 966, on file in Comptroller's office.....	100 00
"	..To cash paid J. S. Lawrence, engineer, as per voucher, No. 967, on file in Comptroller's office.....	62 50
"	..To cash paid John Bogart, engineer, as per voucher, No. 968, on file in Comptroller's office.....	62 50
"	..To cash paid M. Betts, engineer, as per voucher, No. 969, on file in Comptroller's office.....	57 50
"	..To cash paid Peter Hogan, engineer, as per voucher, No. 970, on file in Comptroller's office.....	45 00
"	..To cash paid Peter Hogan, engineer, as per voucher, No. 971, on file in Comptroller's office.....	62 50
"	..To cash paid F. Hawkes, engineer, as per voucher, No. 972, on file in Comptroller's office.....	17 50
"	..To cash paid H. Bieringer, draughtsman, as per voucher, No. 973, on file in Comptroller's office.....	62 50
"	..To cash paid G. P. McLachlan, draughtsman, as per voucher, No. 974, on file in Comptroller's office.....	56 25
"	..To cash paid J. Wrey Mould, draughtsman, as per voucher, No. 975, on file in Comptroller's office.....	70 50
"	..To cash paid G. Bechtel, draughtsman, as per voucher, No. 976, on file in Comptroller's office.....	18 00
"	..To cash paid A. G. Childs, assistant engineer, as per voucher, No. 977, on file in Comptroller's office.....	65 00
"	..To cash paid E. C. Miller, assistant engineer, as per voucher, No. 978, on file in Comptroller's office.....	65 00
"	..To cash paid Jno. L. Mapes, assistant engineer, as per voucher, No. 979, on file in Comptroller's office.....	24 00
"	..To cash paid J. H. Piper, assistant engineer, as per voucher, No. 980, on file in Comptroller's office.....	78 00
"	..To cash paid J. H. Pieper, assistant engineer, as per voucher, No. 981, on file in Comptroller's office.....	75 00
"	..To Cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 982, on file in Comptroller's office.....	333 33
"	..To cash paid F. L. Olmsted, architect-in-chief, as per voucher, No. 983, on file in Comptroller's office.....	375 00
"	..To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 984, on file in Comptroller's office.....	100 00
"	..To cash paid M. Miller, property clerk, as per voucher, No. 985, on file in Comptroller's office.....	83 33
"	..To cash paid Geo. E. Waring, Jr., engineer, as per voucher, No. 986, on file in Comptroller's office.....	125 00
	Carried forward.....	\$380,663 04



Brought forward.....		\$380,665 04
Dec.	3..To cash paid S. A. Hopkins, clerk, as per voucher, No. 987, on file in Comptroller's office.....	75 00
"	..To cash paid B. F. Crane, clerk, as per voucher, No. 988, on file in Comptroller's office.....	75 00
"	..To cash paid F. Petrarchi, time-keeper, as per voucher, No. 989, on file in Comptroller's office.....	50 00
"	..To cash paid Geo. M. Van Nort, clerk, as per voucher, No. 990, on file in Comptroller's office.....	78 00
"	..To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 991, on file in Comptroller's office.....	40 00
"	..To cash paid Jno. Schneider, laborer, as per voucher, No. 992, on file in Comptroller's office.....	5 30
"	..To cash paid C. Cavanagh, laborer, as per voucher, No. 993, on file in Comptroller's office.....	1 20
"	..To cash paid Jno. L. O'Neil, laborer, as per voucher, No. 994, on file in Comptroller's office.....	7 50
"	..To cash paid Lorenzo Pansavolta, laborer, as per voucher, No. 995, on file in Comptroller's office.....	8 00
"	..To cash paid Gaetano Pelli, laborer, as per voucher, No. 996, on file in Comptroller's office.....	6 00
"	..To cash paid Lewis Bardy, laborer, as per voucher, No. 997, on file in Comptroller's office.....	4 00
"	..To cash paid E. Flanagan, laborer, as per voucher, No. 998, on file in Comptroller's office.....	10 00
"	..To cash paid James Daley, laborer, as per voucher, No. 999, on file in Comptroller's office.....	8 25
"	..To cash paid Henry Lay, laborer, as per voucher, No. 1000, on file in Comptroller's office.....	8 75
"	..To cash paid Daniel Clark, laborer, as per voucher, No. 1001, on file in Comptroller's office.....	7 50
"	..To cash paid Wm. Rogers, proportion of proceeds of exhibi- tion of plans, as per voucher, No. 1002, on file in Comp- troller's office.....	10 53
"	..To cash paid Jno. Morgan, laborer as per voucher No. 1003, on file in Comptroller's office.....	1 50
"	..To cash paid Frank Dickley, cartman, as per voucher, No. 1004, on file in Comptroller's office.....	7 00
Dec.	6..To cash paid Nicholas Leonard, for sand, as per voucher, No. 1005, on file in Comptroller's office.....	36 00
"	..To cash paid Tupper & Wilcox, for lumber, as per voucher, No. 1006, on file in Comptroller's office.....	607 04
"	..To cash paid H. A. Millard, for sand, as per voucher, No. 1007, on file in Comptroller's office.....	767 31
Carried forward.....		\$382,473 92

	Brought forward.....	\$382,478 92
Dec. 6..	To cash paid E. Robinson, Jr., commissioner's fees, as per voucher, No. 1008, on file in Comptroller's office .....	14 75
"	..To cash paid D. Gallagher, carting sand, as per voucher, No. 1009, on file in Comptroller's office.....	157 30
"	..To cash paid D. Gallagher, carting manure, as per voucher, No. 1010, on file in Comptroller's office.....	490 00
"	..To cash paid Campbell & Moody, lumber, as per voucher, No. 1011, on file in Comptroller's office .....	16 50
"	..To cash paid John Osborne, for sashes, as per voucher, No. 1012, on file in Comptroller's office.....	76 50
"	..To cash paid Robert Thompson, for crane, &c., as per voucher, No. 1013, on file in Comptroller's office.....	20 38
"	..To cash paid D. W. Quimby, freighting manure, as per voucher, No. 1014, on file in Comptroller's office.....	100 00
"	..To cash paid R. Biggart, for derrick, &c., as per voucher, No. 1015, on file in Comptroller's office.....	196 41
"	..To cash paid C. D. Clark, derrick, &c., as per voucher, No. 1016, on file in Comptroller's office.....	149 77
Dec. 10..	To cash paid L. H. McIntosh, disbursing clerk, as per voucher, No. 1017, on file in Comptroller's office .....	104 17
Dec. 11..	To cash paid Henry Coulin, laborer, as per voucher, No. 1018, on file in Comptroller's office.....	9 75
Dec. 13..	To cash paid Watson Webb, for leveling instruments, as per voucher, No. 1019, on file in Comptroller's office.....	80 00
Dec. 14..	To cash paid Jno. Mullen, mason, as per voucher, No. 1020, on file in Comptroller's office.....	1 22
"	..To cash paid Hugh McLean, park-keeper, (special), as per voucher, No. 1021, on file in Comptroller's office.....	1 75
"	..To cash paid J. R. Morgan, for powder and fuse, as per voucher, No. 1022, on file in Comptroller's office.....	750 00
"	..To cash paid Gustin & Fielder, for gravel, as per voucher, No. 1023, on file in Comptroller's office.....	63 75
"	..To cash paid Ed. H. Quinn, for tile, as per voucher, No. 1024, on file in Comptroller's office.....	497 88
"	..To cash paid Peck, Gedney & Co., for cement, as per voucher, No. 1025, on file in Comptroller's office.....	1,288 50
"	..To cash paid G. S. Mott, for lumber, as per voucher, No. 1026, on file in Comptroller's office.....	406 56
"	..To cash paid J. L. Mott, iron works, for stoves, as per voucher, No. 1027, on file in Comptroller's office.....	65 26
"	..To cash paid J. J. Bloomfield, stationery, as per voucher, No. 1028, on file in Comptroller's office.....	84 13
"	..To cash paid J. J. Bloomfield, for stationery, as per voucher, No. 1029, on file in Comptroller's office.....	19 18
	Carried forward.....	\$387,095 68

Brought forward.....		\$387,095 68
Dec. 14.	To cash paid Slote & Janes, for stationery, as per voucher No. 1030, on file in Comptroller's office.....	100 60
"	..To cash paid Slote & Janes, for stationery, as per voucher, No. 1031, on file in Comptroller's office.....	61 88
"	..To cash paid Bryan Maher, laborer, as per voucher, No. 1032, on file in Comptroller's office .....	75
Dec. 15.	To cash paid Edward Laughlin, laborer, as per voucher, No. 1033, on file in Comptroller's office.....	4 25
Dec. 16	To cash paid Bank of Commerce, for rent of rooms, as per voucher, No. 1034, on file in Comptroller's office.....	250 00
"	..To cash paid Bank of Commerce, services of janitor, as per voucher, No. 1035, on file in Comptroller's office.....	21 00
"	..To cash paid Jervis McIntee, for painting, as per voucher, No. 1036, on file in Comptroller's office.....	95 00
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 1037, on file in Comptroller's office .....	20 90
"	..To cash paid W. C. Bryant & Co., for printing, as per voucher, No. 1038, on file in Comptroller's office.....	44 50
"	..To cash paid H. J. Armstrong, for mason work, as per voucher, No. 1039, on file in Comptroller's office .....	30 40
"	..To cash paid Adam Kremer, for handles, as per voucher, No. 1040, on file in Comptroller's office.....	27 96
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 1041, on file in Comptroller's office.....	581 59
"	..To cash paid Damascus Steel and Iron Co., for steel, as per voucher, No. 1042, on file in Comptroller's office.....	63 58
"	..To cash paid Henry Nelson, for tools, as per voucher, No. 1043, on file in Comptroller's office.....	690 57
"	..To cash paid Menzies, Viele & Mather, lumber, as per voucher, No. 1044 on file in Comptroller's office.....	45 12
"	..To cash paid R. L. Allen, for tools, as per voucher, No. 1045, on file in Comptroller's office.....	51 10
"	..To cash paid R. L. Allen, for tools, as per voucher, No. 1046, on file in Comptroller's office... ..	289 53
"	..To cash paid proprietors of New York Times, for advertising, as per voucher, No. 1047, on file in Comptroller's office .....	3 30
"	..To cash paid proprietors of New York Times, for subscription, as per voucher, No. 1048, on file in Comptroller's office .....	6 50
"	..To cash paid W. N. Seymour & Co., for hardware, as per voucher, No. 1049, on file in Comptroller's office .....	40 10
"	..To cash paid W. N. Seymour & Co., for hardware, as per voucher, No. 1050, on file in Comptroller's office .....	49 01
Carried forward.....		\$389,572 32

	Brought forward .....	\$389,572 32
Dec. 16..	To cash paid Coffin & Kenworthy, for tools, as per voucher No. 1051, on file in Comptroller's office.....	50 25
"	..To cash paid Peck, Gedney & Co., for cement, &c., as per voucher, No. 1052, on file in Comptroller's office .....	3,813 01
"	..To cash paid Patrick Dowd, engineer, as per voucher, No. 1053, on file in Comptroller's office.....	25 00
Dec. 17..	To cash paid Stewart & Howell, for superintendence of bridges, as per voucher, No. 1054, on file in Comptroller's office .....	60 00
"	..To cash paid Stewart & Howell, for superintendence of bridges, as per voucher, No. 1055, on file in Comptroller's office .....	130 00
"	..To cash paid Stewart & Howell, for superintendence of bridges, as per voucher, No. 1056, on file in Comptroller's office .....	125 00
"	..To cash paid Tupper & Wilcox, for lumber, as per voucher, No. 1057, on file in Comptroller's office.....	679 69
"	..To cash paid Michael Miller, for freight expenses, as per voucher, No. 1053, on file in Comptroller's office .....	31 13
"	..To cash paid D. W. Quimby, for freight of manure, as per voucher, No. 1059, on file in Comptroller's office.....	367 75
"	..To cash paid E. Robinson, Jr., commissioner's fees, as per voucher, No. 1060, on file in Comptroller's office .....	14 89
"	..To cash paid C. W. Copeland, for wire rope, as per voucher, No. 1061, on file in Comptroller's office.....	230 50
"	..To cash paid D. B. Morrell, for carting sand, as per voucher, No. 1062, on file in Comptroller's office.....	165 55
"	..To cash paid Third Avenue Railroad Co., for manure, as per voucher, No. 1063, on file in Comptroller's office.....	296 25
"	..To cash paid Third Avenue Railroad Co., for manure, as per voucher, No. 1064, on file in Comptroller's office.....	323 12
"	..To cash paid Edward Poller, proportion of proceeds of exhibition of plans, as per voucher, No. 1065, on file in Comptroller's office.....	10 53
"	..To cash paid Jesse Ryder, for trees, as per voucher, No. 1066, on file in Comptroller's office.....	400 00
"	..To cash paid Jas McNemony, laborer, as per voucher, No. 1067, on file in Comptroller's office.....	3 00
"	..To cash paid William Gordon, assistant foreman, as per voucher, No. 1068, on file in Comptroller's office.....	12 50
"	..To cash paid Abraham Crocheron, laborer, as per voucher, No. 1069, on file in Comptroller's office.....	24 00
Dec. 18..	To cash paid Wm. B. Raymond, cartman, as per voucher, No. 1070, on file in Comptroller's office.....	1 40
	Carried forward.....	\$396,335 88

Brought forward.....		\$396,335 83
Dec. 18.	To cash paid Christopher Atley, cartman, as per voucher, No. 1071, on file in Comptroller's office.....	7 90
"	..To cash paid Patrick Drew, laborer, as per voucher, No. 1072, on file in Comptroller's office.....	2 90
"	..To cash paid Geo. Kearney, laborer, as per voucher, No. 1073, on file in Comptroller's office.....	5 15
"	..To cash paid Simon Lennon, laborer, as per voucher, No. 1074, on file in Comptroller's office.....	1 35
"	..To cash paid Bernard Tpuer, cartman, as per voucher, No. 1075, on file in Comptroller's office.....	4 80
"	..To cash paid Jerry Coughlin, laborer, as per voucher, No. 1076, on file in Comptroller's office.....	3 95
"	..To cash paid Simon Lennon, laborer, as per voucher, No. 1077, on file in Comptroller's office.....	9 05
"	..To cash paid Patrick Drew, laborer, as per voucher, No. 1078, on file in Comptroller's office.....	4 75
"	..To cash paid Thos. Kenne, laborer, as per voucher, No. 1079, on file in Comptroller's office.....	6 00
"	..To cash paid Thomas Kinney, laborer, as per voucher, No. 1080, on file in Comptroller's office.....	10 00
"	..To cash paid John Stapleton, laborer, as per voucher, No. 1081, on file in Comptroller's office.....	13 80
"	..To cash paid G. W. Smith, for express charges, as per voucher, No. 1082, on file in Comptroller's office.....	4 50
Dec. 20.	To cash paid Stewart & Howell, for derricks, &c., as per voucher, No. 1083, on file in Comptroller's office.....	231 42
"	..To cash paid A. G. Lawson, for brick, as per voucher, No. 1084, on file in the Comptroller's office.....	207 16
"	..To cash paid A. G. Lawson, for brick, as per voucher, No. 1085, on file in Comptroller's office.....	270 83
"	..To cash paid Ottaviano Gore, for stone and sawing, as per voucher, No. 1086, on file in Comptroller's office.....	90 97
"	..To cash paid Ottaviano Gore, for discharging stone, as per voucher, No. 1087, on file in Comptroller's office.....	130 30
"	..To cash paid E. Chamberlin & Co., for sand, as per voucher, No. 1088, on file in Comptroller's office.....	74 90
Dec. 22.	To cash paid John Murphy, cartman, as per voucher, No. 1089, on file in Comptroller's office.....	9 80
"	..To cash paid Jerry McCarthy, foreman, as per voucher, No. 1090, on file in Comptroller's office.....	2 80
"	..To cash paid James McConnell, cartman, as per voucher, No. 1091, on file in Comptroller's office.....	9 90
"	..To cash paid Brown & Valentine, for stone, as per voucher, No. 1092, on file in Comptroller's office.....	1,061 33
Carried forward.....		\$398,499 44

Brought forward .....		\$398,499 44
Dec. 22..	To cash paid Dorchester Olive Free-stone Co., for stone, as per voucher, No. 1093, on file in Comptroller's office.....	1,258 53
"	..To cash paid Dorchester Olive Free-stone Co., for stone, as per voucher, No. 1094, on file in Comptroller's office.....	1,234 27
"	..To cash paid McClave & Petit, for lumber, as per voucher, No. 1095, on file in Comptroller's office.....	262 45
Dec. 23..	To cash paid Julia Brady, for M. Brady, laborer, as per voucher, No. 1096, on file in Comptroller's office.....	2 00
Dec. 24..	To cash paid Alex. Campbell, laborer, as per voucher, No. 1097, on file in Comptroller's office.....	7 25
"	..To cash paid Martin Burns, cartman, as per voucher, No. 1098, on file in Comptroller's office.....	2 00
"	..To cash paid John Evers, laborer, as per voucher, No. 1099, on file in Comptroller's office .....	5 00
"	..To cash paid New York Herald, for subscription, as per voucher, No. 1100, on file in Comptroller's office .....	6 00
"	..To cash paid Geo. Sheffer, laborer, as per voucher No. 1101, on file in Comptroller's office .....	10 00
"	..To cash paid Geo. Sheffer, laborer, as per voucher, No. 1102, on file in Comptroller's office.....	25
"	..To cash paid Pat. Hughes, laborer, as per voucher, No. 1103, on file in Comptroller's office .....	1 75
"	..To cash paid C. Cumiskey, cartman, as per voucher, No. 1104, on file in Comptroller's office.....	2 90
"	..To cash paid Francis Burns, laborer, as per voucher, No. 1105, on file in Comptroller's office .....	2 30
"	..To cash paid John P. Cumming, for gravel, as per voucher, No. 1106, on file in Comptroller's office.....	909 27
"	..To cash paid Jesse Ryder, for trees, as per voucher, No. 1107, on file in Comptroller's office.....	400 00
"	..To cash paid Wetmore & Co., for crowbars, as per voucher, No. 1108, on file in Comptroller's office.....	30 38
"	..To cash paid P. Brennan, for coal, as per voucher, No. 1109, on file in Comptroller's office.....	450 00
"	..To cash paid H. A. Millard, sand, as per voucher, No. 1110, on file in Comptroller's office.....	377 00
"	..To cash paid Journal of Commerce, advertising, as per voucher, No. 1111, on file in Comptroller's office.....	7 26
"	..To cash paid P. McCaffrey, assistant foreman, as per voucher, No. 1112, on file in Comptroller's office.....	18 75
"	..To cash paid laborers, as per pay-roll, No. 40, as per voucher, No. 1113, on file in Comptroller's office.....	23,622 50
"	..To cash paid park-keepers, as per pay-roll, Nov. 1st, as per voucher, No. 1114, on file in Comptroller's office.....	1,212 50
"	..To cash paid park-keepers, (special) as per pay-roll, Nov. 1st, as per voucher, No. 1115, on file in Comptroller's office.....	22 75
Carried forward.....		\$433,343 55

Brought forward.....		\$133,343 55
Dec. 24..	To cash paid laborers, as per pay-roll, No. 41, as per voucher, No. 1116, on file in Comptroller's office .....	23,964 95
"	..To cash paid park-keepers, as per pay-roll, Dec. 1st, as per voucher No. 1117, on file in Comptroller's office.....	1,100 00
"	..To cash paid park-keepers, (special), as per pay-roll, Dec. 1st, as per voucher, No. 1118, on file in Comptroller's office.....	22 75
"	..To cash paid Pat. McFarland, laborer, as per voucher, No. 1119, on file in Comptroller's office.....	3 75
Dec. 29..	To cash paid Eugene Hitchcock, laborer, as per voucher, No. 1120, on file in Comptroller's office.....	15 75
"	..To cash paid Wetmore & Co., for iron, as per voucher, No. 1121, on file in Comptroller's office.....	323 92
"	..To cash paid Wetmore & Co., for iron, as per voucher, No. 1122, on file in Comptroller's office.....	3 22
"	..To cash paid Coffin & Kenworthy, for hardware, as per voucher, No. 1123, on file in Comptroller's office.....	53 62
"	..To cash paid Reynolds, Devoe & Pratt, for paint, as per voucher, No. 1124, on file in Comptroller's office.....	29 11
"	..To cash paid J. C. Johnson, for hardware, as per voucher, No. 1125, on file in Comptroller's office.....	178 68
"	..To cash paid J. R. Morgan, for ensigns, as per voucher, No. 1126, on file in Comptroller's office.....	30 00
Dec. 30..	To cash paid W. McGill, water-boy, as per voucher, No. 1127, on file in Comptroller's office.....	60
"	..To cash paid E. C. Warner, for use of dock, as per voucher, No. 1128, on file in Comptroller's office.....	100 00
"	..To cash paid E. C. Warner, for lime, &c., as per voucher, No. 1129, on file in Comptroller's office.....	337 17
"	..To cash paid D. Gallagher, for carting manure, as per voucher, No. 1130, on file in Comptroller's office.....	560 00
"	..To cash paid D. B. Morrell, carting manure, as per voucher, No. 1131, on file in Comptroller's office.....	247 75
"	..To cash paid E. Robinson, Jr., commissioner's fees, as per voucher, No. 1132, on file in Comptroller's office.....	11 00
"	..To cash paid D. W. Quimby, for freight on manure, as per voucher, No. 1133, on file in Comptroller's office.....	156 25
"	..To cash paid Leonard Westmeyer, laborer, as per voucher, No. 1134, on file in Comptroller's office.....	5 90
"	..To cash paid Pat. Fitzgerald, laborer, as per voucher, No. 1135, on file in Comptroller's office.....	1 50
"	..To cash paid Pat. Kennedy, laborer, as per voucher, No. 1136, on file in Comptroller's office.....	5 30
"	..To cash paid Isaac Herbert, stone-cutter, as per voucher, No. 1137, on file in Comptroller's office .....	6 50
Carried forward.....		\$160,541 27

Brought forward.....		\$460,541 27
Dec. 30..	To cash paid Pat. Kennedy, laborer, as per voucher, No. 1138, on file in Comptroller's office.....	10 00
"	..To cash paid Jno. Holzman, laborer, as per voucher, No. 1139, on file in Comptroller's office .....	2 00
Dec. 31..	To cash paid D. H. Hart, clerk to Commission, as per voucher, No. 1140, on file in Comptroller's office.....	100 00
"	..To cash paid E. P. Barker, assistant to clerk, as per voucher, No. 1141, on file in Comptroller's office.....	40 00
"	..To cash paid Martin O'Meara, laborer, as per voucher, No. 1142, on file in Comptroller's office.....	7 00
"	..To cash paid J. L. Mott, iron works, for stoves, &c., as per voucher, No. 1143, on file in Comptroller's office.....	154 93
"	..To cash paid H. F. Krause, for draughting, as per voucher, No. 1144, on file in Comptroller's office.....	26 00
"	..To cash paid laborers, as per pay-roll, No. 42, Nov. 27th, as per voucher, No. 1145, on file in Comptroller's office...	26,590 70
"	..To cash paid laborers, as per pay-roll, No. 43, Dec. 11th, as per voucher, No. 1146, on file in Comptroller's office...	17,432 53
"	..To cash paid laborers, as per pay-roll No. 44, Aug. 17th, as voucher, No. 1147, on file in Comptroller's office.....	1,649 54
"	..To cash paid W. N. Seymour & Co., for hardware, as per voucher, No. 1148, on file in Comptroller's office.....	246 92
"	..To cash paid W. N. Seymour & Co, for hardware, as per voucher, No. 1149, on file in Comptroller's office.....	51 72
"	..To cash paid Henry Homor, for safety fuse, as per voucher, No. 1150, on file in Comptroller's office.....	550 00
"	..To cash paid Wm. Carberry, laborer, as per voucher, No. 1151, on file in Comptroller's office.....	5 75
"	..To cash paid Pat. Casey, laborer, as per voucher, No. 1152, on file in Comptroller's office.....	50
"	..To cash paid James Prentice, for surveying instruments, as per voucher, No. 1153, on file in Comptroller's office.....	50 50
"	..To cash paid James Prentice, for surveying instruments, as per voucher, No. 1154, on file in Comptroller's office....	22 50
"	..To cash paid for pound bounty, as per voucher, No. 1155, on file in Comptroller's office.....	6 00
"	To Balance.....	23,342 97
Total.....		<u>\$530,830 83</u>

(Errors and omissions excepted.)

AND. H. GREEN.

*Treas'r Board of Commis'rs of Central Park.*

January 1st, 1859.



*The Board of Commissioners of the Central Park in account with* Cr.  
*ANDREW H. GREEN, Treasurer.*

1858:	
Jany. 1..By Balance.....	\$226,168 98
Jany. 5..By cash proceeds of sale of buildings in the Park.....	406 50
Jany. 19..By do do do .....	165 00
Feb. 13..By amount paid John McGrath, as per pay-roll, returned.	5 75
May 3..By cash, being amount returned by laborers for tools lost.	5.38
July 31..By cash from Comptroller, on account of third issue of Stock.....	50,000 00
Aug. 26..By cash from Comptroller, on account of third issue of Stock.....	50,000 00
Sept. 3..By cash from Comptroller, on account of third issue of Stock.....	50,000 00
Sept. 7..By cash proceeds of grass on the Park.....	115 00
Sept 25..By cash proceeds of pound.....	36 00
Sept. 30..By cash proceeds of exhibition of plans.....	294 85
Oct. 1..By cash from Comptroller, on account of third issue of Stock.....	50,000 00
Oct. 5..By cash proceeds of pound.....	2 00
Oct. 8..By do do .....	35 00
Oct. 21..By do do .....	2 00
Oct. 26..By cash proceeds of sale of buildings.....	655 00
Oct. 30..By cash proceeds of pound.....	2 00
Nov. 2..By cash from Comptroller, on account of third issue of Stock .....	50,000 00
Nov. 13..By proceeds of pound.....	13 40
Deco. 6..By cash proceeds on account of the third issue of stock....	50,000 00
" ..By proceeds of pound.....	14 00
Dec. ..By interest on deposits in Bank of Commerce, to January 1st, 1859.....	2,909 97
Total.....	<u>\$530,830 83</u>

We, the undersigned, the Auditing Committee of the Board of Commissioners of the Central park, do hereby certify, that we have examined and audited the foregoing accounts of Andrew H. Green, Treasurer of the said Board, up to the 1st day of January 1859, and the vouchers for all payments charged in said accounts, that said accounts and vouchers are correct and satisfactory, and that the balance to the credit of said Board in the Bank of Commerce on the 1st day of January 1859, is \$23,342 97.

J. F. BUTTERWORTH, } *Auditing*  
 JNO. A. C. GRAY, } *Committee.*

January 1st, 1859.

## SUMMARY STATEMENT OF TREASURER'S ACCOUNT.

The total Receipts of the year, ending December 31st, 1858,  
are as follows:

From third issue of Stock by the city of New York.....	\$300,000 00
Sale of buildings on the Park.....	1,226 50
Laborers, for lost tools.....	5 38
Sale of grass on the Park.....	115 00
Pound.....	104 40
Exhibition of Plans.....	294 85
John McGrath, returned.....	5 75
Bank of Commerce, interest on deposits .....	2,909 97
	<hr/>
	304,661 85
	<hr/>
	\$530,830 83

The total Expenditures for the year, ending December 31st,  
1858, are as follows:

Salaries of Officers, clerks and incidental expenses.....	28,316 81
Surveys.....	2,564 33
Park-keepers.....	10,841 60
Materials of construction and tools.....	60,304 42
Stationery, printing and advertising, engineers' drawing materials and books of account.....	2,858 60
Trees and plants, manure, and cartage of the same.....	8,664 46
Labor account, amount paid laborers, cartmen, &c., as per pay-rolls and vouchers .....	393,937 64
	<hr/>
	507,487 86
	<hr/>
	\$23,342 97

The total receipts of the Board, from the commencement of  
their organization, are as follows:

From first issue of Stock by the city of New York .....	50,000 00
Second do do do .....	250,000 00
Third do do do .....	300,000 00
Sale of buildings on the Park.....	4,971 37
Laborers for lost tools.....	260 88
Wm. Menck, for rent.....	50 00
Pound.....	104 40
Sale of grass on the Park .....	115 00
Exhibition of plans.....	294 85
Jno. McGrath, for lost time.....	5 75
This amount over in making change.....	02
Bank of Commerce, interest on deposits.....	2,909 97
	<hr/>
	608,712 24
	<hr/>
Carried forward.....	\$603,712 24

Brought forward.....	\$608,712 24
The Expenditures from May 1st, 1857, the date of the organization of the Board, to January 1st, 1858, are....	77,891 41
Expenditures from January 1st, 1858, to December 31st, 1858.....	507,487 86
	<hr/> 585,369 27
Total Expenditures from May 1st, 1857, to January 1st, 1859.....	585,369 27
Balance in Bank of Commerce, January 1st, 1859.....	<hr/> \$23,342 97

AND. H. GREEN,

*Treas. Board of Comrs. of Central Park.*

January 1st, 1859.



DOCUMENT No. 9.

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BOARD OF ALDERMEN,

JANUARY 31, 1859.

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The following communication from the Street Commissioner, transmitting Reports from the Superintendent of Roads and Superintendent of Wharves, was received, laid on the table, and directed to be printed.

D. T. VALENTINE, *Clerk.*

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STREET COMMISSIONER'S OFFICE,  
New York, January 31, 1859.

*To the Honorable the Common Council:*

I have the pleasure to transmit herewith copies of Reports made to this Department by the Superintendent of Roads and the Superintendent of Wharves.

Respectfully submitted,

G. W. SMITH,

*Street Commissioner.*

STREET DEPARTMENT—BUREAU OF ROADS,  
New York, 31st Dec., 1858.

G. W. SMITH, Esq.,

*Street Commissioner:*

SIR:—In reply to your letter, dated the 8th instant, asking for all such information, with regard to this Bureau, as I may be able to furnish, and that I should advise on such alterations as would, in my judgment, help to expedite and regulate the business intrusted to my charge, I would state:—

That this Bureau, as you are aware, is one which has no office-rooms attached to it; and that the only books or records I could find, relative to the performance of past work, on taking possession of its duties, (May 1st, 1858,) consisted of—

One "Labor Book," which showed the time of men employed, from May 3d, 1856, to 20th September, 1856, and no further.

Also, a "Resolution Book," in which one entry was made of a resolution, passed by the Common Council, relative to working Broadway as a country road, between Manhattanville and One hundred and thirty-third street. Mr. Goodheart, the Superintendent of Roads under Mr. Conover, likewise placed in my hands bills and claims against the Bureau for past work, amounting to nearly \$17,000; but the absence of any records connected with the office made me unable to pass on their correctness. These, therefore, together with some further bills and claims sent in, in answer to advertisements, I placed in the hands of the late Street Commissioner, Mr. Edward Cooper, for examination and report by the proper accountant, Mr.

John B. Cozzens. From Mr. Foster, Superintendent of Roads under Mr. Devlin's appointment, I also received about \$35 or \$40 worth of old tools, which had been purchased for, and had been used in the city service.

The Books and Records now kept by me consist of—

One "Time Book," showing the number of persons employed under this Bureau, the days they are at work, and their rates of compensation.

One "Record Book of Vouchers," in which are entered all bills for materials bought and used in the Bureau, with the quality and price of the same.

"Files" of all Vouchers and Pay Rolls returned from the Comptroller's Department, with certificates that they have been paid.

A "Contract Book," in which are kept copies of all contracts made with this Bureau, with plans and specifications of the work contracted for.

A "Balance Book," showing the original amount of appropriation, and how much has been expended thereof, by vouchers and otherwise.

One "Letter Book," containing all letters received by this Bureau; and

Another "Letter Book," with copies of all letters sent out by me.

On my appointment (1st of May last), I had much difficulty in ascertaining the true condition of business in the Bureau, and its most pressing necessities. I found the roads handed over to my charge greatly in need of thorough and systematic repair; while I also learned from

the Comptroller that, out of the total appropriation for roads for the current year (\$50,000), there had been paid by him, up to the first of July, 1858, for current expenses and arrearages of 1857, the sum of \$33,580 47—leaving a balance of but \$16,411 53, to carry on necessary business with.

Thus crippled for want of means, and finding the roads, owing to long neglect, full of danger and discomfort to the public, I went to work on such repairs as seemed most pressingly demanded; and subjoined is a statement of the work done, materials bought, and amount of vouchers drawn by me since the date of my appointment:

*Third Avenue.*

For stone and gravel used.....	\$2,126 71
Labor for same.....	4,187 84

*Bloomingdale Road.*

For stone and gravel.....	1,918 75
Labor on same.....	7,885 99

*Eighth Avenue.*

For gravel.....	120 37
Labor.....	672 45

*Sixth Avenue and 125th Street.*

For labor.....	488 87
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*Ninth Avenue.*

For labor.....	141 61
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*Kingsbridge and Fort Washington Road.*

For gravel.....	129 62
Labor.....	1,718 80

Carried forward..... \$19,390 21



Brought forward.....	\$19,390 21
Building and repairing drain on Kingsbridge road.....	\$ 25 00
Filling holes on Second avenue, between Forty-ninth and Fifty-third streets.....	35 00
Carting stone roller.....	15 00
Repairing One hundred and thirty-eighth street, from Kingsbridge road to Hudson river....	150 00
Repairing One hundred and fifty-first street and Kingsbridge road.....	10 00
Repairing sidewalks in Manhattan street....	18 00
“ intersection of One hundred and twenty-fifth street and Manhattan street....	87 00
Filling in Eighth avenue, from One hundred and twenty-third street to One hundred and twenty-fourth street.....	150 00
Filling and setting curb and gutter, Tenth avenue and Manhattan street....	90 00
Filling in holes at Eighty-sixth street, Third avenue, One hundred and thirty-third street and Kingsbridge road.....	17 00
Blasting powder and fuse.....	27 75
Sharpening tools.....	378 97
Total.....	<u>\$20,393 93</u>

Making a total expenditure in this Bureau, since 1st of May last, of twenty thousand three hundred and ninety-three dollars and ninety-three cents.

A resolution of the Common Council, adopted by the Board of Councilmen 10th of June, 1858, Board of Aldermen Nov. 19th, 1858, and approved by the Mayor Nov.

27th, 1858, and directing that Eighty-sixth street be worked as a country road, from Second avenue to East river, has not been acted on by me—firstly, from the want of means; and, secondly, because there are two injunctions restraining any work upon this street.

Another resolution, passed by the Board of Councilmen July 12th, Board of Aldermen Nov. 29th, and approved by the Mayor Dec. 7th, 1858, to have Sixty-third street, from Ninth to Tenth avenues, worked as a country road, I have not as yet been able to commence upon, owing to the want of means and the lateness of the season.

There is now a contract with this Bureau, dated 17th December, 1858—John Kinsly, contractor—for macadamizing Second avenue, from Sixty-first to One hundred and twenty-third streets, for the sum of \$34,846 32. This work is to be completed within seven months from contract date.

It is very necessary, both for the transaction of business and keeping the tools and materials used by the Bureau together, that I should be allowed to hire office-rooms (say at \$200 a-year), and charge the same to the appropriation. I also find it will be necessary to have one clerk to attend to office business, while I am absent, overseeing the various works in progress; and for his services, while employed, \$3 per day should be allowed. I also find that the services of one general foreman are indispensable, and think that, for \$2 a-day, I could find such a man as I need.

The provisions of the Charter are, that all work to be done, or supplies to be furnished, the total cost of which

shall exceed \$250, shall be by contract, on specifications duly advertised, and given to the lowest bidder, unless by a vote of three-fourths of the members of both Boards, it shall be ordered otherwise. A resolution, passed by a three-fourths vote of the Common Council, and approved by the Mayor July 21st, 1858, directed: "That the Street Commissioner is hereby authorized and directed to purchase the materials necessary to make the repairs required to the roads, the said materials to be delivered at points on the roads where the repairs are required;" also, "that the Street Commissioner be authorized and directed to employ such labor as may be necessary, and make such repairs without contract." The items in my account of work done over extended lengths of roads, are for repairs done by workmen employed by the Department, under the authority of the foregoing resolution. From the nature of the repairs, it was difficult to contract for them.

Respectfully,

JOHN NESBIT,

*Superintendent of Roads.*

STREET DEPARTMENT—BUREAU OF WHARVES,  
New York, Dec'r 31st, 1858.G. W. SMITH, Esq., *Street Commissioner*:

SIR,—In reply to your letter dated the 8th instant, calling for information as to the condition in which this bureau was found on the termination of the controversy between Mr. Devlin and Mr. Conover for the office of Street Commissioner, the present state of its records and business, and any suggestions I may have to make as to its better conduct for the future, I very respectfully reply :

That after the appointment of Mr. Edward Cooper (19th April, 1858,) to the office of Street Commissioner, he invited the Hon. J. A. Westervelt (30th of April, 1858,) to become Superintendent of this bureau—an appointment which was accepted, and Mr. Westervelt discharged the duties of this office from the first of May, 1858, until the thirteenth of November following when he sent in his resignation, which was accepted.

This bureau being charged with the duty of inspecting the condition of all the public wharves and piers in this city, and superintending the erection and repairing of the same, its labors are, of necessity, very heavy and complicated, and the services of a first-class book-keeper are indispensable to keeping its current business posted up to date. No clerk was assigned to Mr. Westervelt for this purpose ; and as he is now engaged, I believe, in making out a final statement of his official accounts, I have not yet received from him the books, papers and records relative to the work

which has been done in this bureau, under his administration of its affairs.

Nevertheless, to comply with the requirements of your letter, as far as possible under present circumstances, I have made an examination of the original papers on file in your department, and respectfully report the following as a list of the contracts made by the city in relation to wharves, piers, bulkheads and slips, since the appointment of your predecessor, Mr. Edward Cooper, on the 19th of April last.

#### CONTRACTS MADE AND COMPLETED :

A contract with George O. Liddle and Isaac Orr, dated 22d of November, for excavating the slips on the north side of the foot of Harrison street, between the L and the bulkhead next to West street, (pier No. 34 North river,) to a uniform depth of ten feet below low water mark, at ten cents per cubic yard for the material removed, and the whole to be completed within thirty days after the date of contract. This contract, commenced under Mr. Westervelt, has been completed under my superintendence, and I have drawn vouchers for the same, (eight thousand nine hundred and seventy cubic yards at ten cents per yard,) amounting to eight hundred and ninety-seven dollars.

A contract with Robert Earl, dated 28th of September, 1858, for repairing pier No. 40 East river, foot of Pike street, for the sum of two thousand nine hundred and twenty-seven dollars, said work to be completed according to specifications within two months from the date of contract. This work was commenced under Mr. Westervelt,

who, on the twelfth of November, drew a voucher for one thousand four hundred and sixty-three dollars and fifty cents, being one half of the contract price, and was finished under my inspection, for which (December 14th), I drew a voucher for the balance, one thousand four hundred and sixty-three dollars and fifty cents, making payment in full of two thousand nine hundred and twenty-seven dollars.

A contract with Robert Earl, dated 28th of September, 1858, for repairs to pier No. 41 East river, foot of Pike street, for the sum of two thousand six hundred and twenty-four dollars, the work to be completed within sixty days from date of contract. This contract has been duly finished, and the full amount thereof paid, under my vouchers, two thousand six hundred and twenty-four dollars.

#### CONTRACTS NOW IN PROGRESS.

There is a contract with George O. Liddle and Isaac Orr, dated 20th of December, 1858, for excavating on both sides of the pier at the foot of One hundred and thirtieth street, Harlem river, to the depth of six feet at mean low water: time allowed for completion of work, thirty days. The estimated amount of material to be removed is two thousand five hundred and fifty-six cubic yards, which at thirty cents per yard (contract price), would give seven hundred and sixty-six dollars and eighty cents, on which payments have been made to the amount of seven hundred and two dollars, and the contract work has been completed.

A contract with Jacob Sharp, dated 1st of December, 1858, for repairing and extending the pier at the foot of

One hundred and thirtieth street, Harlem river, (time allowed for completion, forty-five days from date of contract,) for the sum of one thousand and sixteen dollars, for making such repairs and extension to said pier, as are called for in the specifications, together with twenty-five cents per cubic foot for such portions of the ranging timbers as may have to be replaced. No payment yet made on this contract.

A contract with Jacob Sharp, dated 20th of October, 1858, for repairs to the pier foot of Forty-seventh street, North river; time allowed to complete the work, forty days. Contract price, three thousand six hundred and sixteen dollars and sixteen cents. No payments yet made on this contract.

A contract with William H. Adams, dated the 5th of November, 1858, for repairing pier No. 51, foot of Christopher street, North river; time allowed in which to complete the work, ninety days. Contract price, three thousand seven hundred and eighty-nine dollars, on which no payment has yet been made.

A contract with Robert Earl, dated 13th November, 1858, for repairing pier foot of Fifth street, East river; time allowed to complete said work, ninety days; contract price, two thousand five hundred dollars, on which no payment has yet been made.

A contract with Jacob Sharp, dated 13th November, 1858, for extending pier No. 51 North river; time allowed for completion of the same, ninety days; contract price amounts to eight thousand two hundred and sixteen dollars, on which no payments have yet been made.

In addition to the foregoing, the following awards of contracts have been made, after due advertisement, and are now sent in and awaiting the action of the Common Council to confirm or reject them.

Awards of contracts not yet reported to me as being confirmed:

For excavating the slip between the piers Nos. 13 and 14 North river. Awarded to James Hart, as the lowest bidder.

For repairs to pier foot of One hundred and thirty-first street, Manhattanville; awarded to Moody Cummings, the lowest bidder.

For repairs to pier No. 35 North river, foot of Franklin street; awarded to Jacob Sharp, as the lowest bidder.

For repairs to pier foot of Thirteenth street, North river; awarded to Jacob Sharp. Mr. Wm. B. Astor is half owner with the city of this pier, and has executed an agreement (conditioned on confirmation of the award) to pay one-half the expense of the repairs.

For repairs to pier foot of Gouverneur street; awarded to Richard C. Weldon, as the lowest bidder. Mr. Isaac P. Martin is half owner of this pier with the city, and has agreed (as in the preceding case) to pay one-half of the cost of the repairs.

For rebuilding the block in pier foot of Forty-seventh street, North river; awarded to Jacob Sharp as the lowest bidder.

I would respectfully recommend that the Common Council be solicited to take action on such of the foregoing



non-confirmed awards as may yet be in force, as the repairs mentioned are pressingly needed.

From a report made by Mr. Westervelt, shortly after his appointment, I learn that he examined and reported upon the condition of so much of one hundred and seven piers as could be seen above low water mark; the said report embracing all the piers from Corlears' Hook, on the East river, round the Battery, and up to pier No. 55, North river, thus including all the piers most used and useful, under his charge. Of these he found:

Dangerous, and in need of heavy repairs.	24
Safe, though not in good order .....	35
In good order (above low water mark) ..	18
And inclosed for steam-boat purposes, owned and being repaired by private owners, or only requiring slight re- pairs .....	30

Total of piers so reported on .. 107

By referring to Mr. Westervelt's reports, now on file in your office, of work done and expenditures incurred by him during his term of office, viz: between 1st of May and 13th of November, 1858, you will find the following to be a correct statement of the expenditures incurred by him for the following repairs:

*Expenditures for Small Repairs.*

May, 1858, repairs to pier 29, East river ....	\$47 25
Do. do. 26, do. ....	15 43
Do. do. 2, do. ....	148 06
Do. do. 61, do. ....	137 21

Making a total for this month of. ... \$347 95

June, 1858.	Repairs to pier 55, East river....	\$204 43
Do.	do 47, North river ..	84 35
Do.	do. 6, East river....	94 05
Do.	do. 4, do. ....	105 85
Do.	do. 43, North river ..	131 60
Do.	on pier foot of 18th street, do..	74 77
Do.	do. 130th st., E. r...	56 02
Do.	do. No. 85, North river ..	161 65
Do.	do. 23, East river....	257 68
Do.	do. 26, do. ....	101 52
Making a total for this month of.....		<u>\$1,271.92</u>

July, 1858.	Repairs to pier No. 2, East river..	\$111 11
Do.	do. 79, do....	159 43
Do.	do. 29, do....	119 85
Do.	do. 77, do....	57 75
Do.	do. 78, do....	25 13
Do.	do. foot of 120th st., do....	139 85
Do.	do. do. 5th st., do....	65 00
Do.	do. pier No. 52, do....	12 25
Do.	do. 47, North river	119 22
Do.	do. 43, do....	75 98
Do.	do. 4, East river..	219 32
Making a total of this month of.....		<u>\$1,104 89</u>

*Recapitulation.*

Total expenditures for May .....	\$347 95
Do. June.....	1,271 92
Do. July .....	1,104 89
Total.....	<u>\$2,724 76</u>

Of the piers mentioned in the foregoing report, for three months, piers 2, 4, 6, 23, 26 and 29, East river, are half owned by private owners, who are therefore liable for one half the cost of repairs, amounting to a total of .....	\$500 39
Which, deducted from .....	2,724 76
Leaves real cost of these repairs to city.....	<u>\$2,224 37</u>

In the months of August and September, I find that Mr. Westervelt's expenditures were for small repairs (falling within the two hundred and fifty dollars provision of the charter of 1857) as follows:

Aug., 1858.	Repairs to pier No. 43, N. r....	\$146 75
Do.	do. 76, E. r....	171 19
Do.	do. 14, N. r....	113 43
Do.	foot of 17th st., do....	114 95
Do.	bulkhead, Vestry st., do....	195 03
Do.	do. pier No. 6, E. r....	190 03
Do.	do. 79, do ....	184 89
Do.	foot of 18th st., N. r....	115 11
Do.	do. pier No. 77, E. r....	19 25
Do.	bulkhead, 49th st., do....	546 52

Making a total for this month of..... \$1,796 75

Sept., 1858.	Repairs to pier No. 61, E. r....	\$112 88
Do.	do. 4, do....	76 67
Do.	do. 6, do....	111 12
Do.	do. 29, do....	38 44
Do.	bulkhead, Vestry st., N. r....	144 53
Carried forward.....		<u>\$483 64</u>

Brought forward.....		\$483 64
Sept., 1858. Repairs to pier No. 34, N. r....		53 95
Do. do. 47, do....		143 93
Sept., 1858. Repairs to pier No. 55, East river		147 92
Do. do. " 6, do...		167 85
Do. do. " 4, do...		68 70
Do. do. foot of 23d st., do...		141 46
Do. do. No. 29, do...		37 73
Do. do. " 2, do...		43 96
Do. do. " 26, do...		33 84
Do. do. foot of 28th st., do...		67 84
Do. do. No. 52, do...		148 04
Do. do. " 23, do...		18 02
Making a total for this month of.....		<u>\$1,556 88</u>

Mr. Westervelt's statement of expenditures for small repairs for the month of October has not yet been sent in; but judging from the five preceding months, it may be safely estimated as not exceeding..... \$1,900 00  
 To this perhaps should be added..... 800 00  
 a probable expenditure for work and repairs, from the 1st to the 13th day of November, 1858.

I also find, by letters on file in the Street Department, that Mr. Westervelt, while superintendent of this bureau, sent vouchers to the Comptroller for the following amounts due for materials furnished and work done under his direction:

<i>Paid</i> Wm. Smith & Co., for materials furnished	\$78 50
J. T. Ludlow, for surveying.....	104 00
For stone to repair dock at 49th street..	184 75
Carried forward.....	<u>367 25</u>

Brought forward.....	\$367 25
For spikes, &c., to Andrew Thompson..	318 56
Wm. Smith & Co., for materials.....	151 99
Andrew Thompson, do.....	322 08
Conkling Hoyt, do.....	283 90
J. T. Cunningham, do.....	1,192 97
C. Dowdell, for stone.....	20 00
For labor for two weeks ending October 16th, 1858.....	220 98
Do. do. do. Oct. 30th, 1858	211 37
Do. do. do. Sep. 18th, 1858	237 60
Do. do. do. Oct. 2d, 1858	236 75
	<hr/>
	\$3,563 45

The foregoing is the best statement within my power to furnish of the work done, and repairs made by my predecessor in this bureau. Should you require any further information on the subject, I must refer you to Mr. Westervelt, as I have not yet received from his possession the books, documents and accounts of the public business transacted while he was Superintendent of Wharves.

The work done and repairs made by me since my appointment on the 13th of last November, (over and beyond the four contracts finished and paid for, as appears previously under the proper heading in this report), are as follows—and I have drawn vouchers in triplicate for the amounts placed opposite to each job specified:—

Small repairs made and paid for since Nov. 13th, 1858:

Repairs to pier No. 55, East river.....	\$139 33
Do. " 47, North river.....	116 53
Do. " 26, East river... ..	19 73
Do. " 15, do. ....	60 94
Do. " 2, do. ....	26 00
Do. foot of 28th st., do. ....	89 55
Do. No. 32, do. ....	307 23
Do. " 4, do. ....	11 31
Do. " 6, do. ....	36 89
Do. " 29, do. ....	28 87
Do. " 23, North river.....	53 05
Tearing down and removing building which obstructed pier at foot of Christopher street, North river.....	113 12
Repairing bulkhead at foot of Vesey street North river.....	83 28
Repairing pier foot of Watts street, do.....	172 45
Do. dumping-board f't of Vesey st., do.	9 50
Do. do. " Watts st., do.	124 00
Do. do. " Fifth str., do.	96 00
Repairs to bulkhead foot of Fortieth street, East river.....	200 00
Repairs to bulkhead foot of Forty-first street, East river.....	205 24
Repairs to pier foot of Fifth street, East river	22 16
Repairs to pier foot of Twelfth street do...	175 64
Repairs to pier foot of Twenty-third st., do...	48 24
Do. do. Eighth street, do.....	31 92
Repairs to dumping-board foot of Roosevelt street, East river.....	122 77
Carried forward.....	\$2,293 75

Brought forward.....	\$2,293 75
Repairs to pier foot of Fourth st., East river.	3 84
Do. do. Fifteenth st., do....	11 50
Do. do. Twenty-eighth st., do.	32 52
Total expenditures for small repairs, from Nov. 13th, 1858 to 31st Dec., 1858.....	<u>\$2,341 61</u>

The item of \$307 23, in the foregoing statement, for repairs to pier 32, is not really in excess of the \$250 provision of the charter of 1857, inasmuch as one half of such expense, (\$153,61½) is to be paid by the lessee, with whose sanction on this understanding, the work was done.

In addition to the foregoing disbursements, I have certified vouchers for inspectors' fees on contracts up to the 11th of December, 1858, amounting in all to ....\$308 00

By the Comptroller's report to the Board of Aldermen, dated October 7th, 1858, it appears that of the total appropriation for this bureau for the current year, amounting to..... \$197,000 00

There had been spent up to the 30th of June

last ..... 2,364 48

Leaving a balance of.....\$194,635 52

From which, as appears from the foregoing report, must be deducted:—

Paid for excavating slip foot of Harrison street, Liddle & Orr, contractors.....	897 00
Paid for repairs to pier 40, East river, Robert Earl, contractor.....	2,927 00
Carried forward.....	<u>\$3,824 00</u>

Brought forward.....	\$3,824 00
Paid for repairs to pier 41, East river, Robt. Earl, contractor].....	2,624 00
Paid for excavating both sides of pier foot of One hundred and thirtieth street, to Messrs. Liddle & Orr.....	702 00
Paid on vouchers from J. A. Westervelt, Superintendent of this bureau, for small repairs, May, 1858.....	349 95
On the same, for the month of June, 1858....	1,271 92
Do. do. July, 1858....	1,104 89
Do. do. August, 1858....	1,796 75
Do. do. Sept., 1858.....	1,556 88
Other payments made by Mr. Westervelt, for materials furnished and work done and labor	3,563 45
	<hr/> \$16,793 84
Add to the foregoing amounts, certainly paid by Mr. Westervelt, the sum of.....	1,900 00
probably expended by him in the month of October, 1858.	
	<hr/> \$18,693 84
And the additional sum probably expended by him in the month of November, up to the 13th of that month, the date of his resignation, of.....	800 00
Making a total expended previous to my appointment, of....	<hr/> \$19,493 84
To this add the sum expended by me for small repairs, from Nov. 13th to Dec. 31st, 1858..	2,341 61
Carried forward.....	<hr/> \$21,835 45



Brought forward.....	\$21,835 45
Making, with the (\$2,364 48) expended by the Comptroller previous to the 30th of June, 1858, as before stated, the total expenditures for this year up to 31st December, of.....	2,364 48 \$24,199 93
And deducting this amount from the original appropriation for the year.....	197,000 00
There will be left an unexpended balance for the year of.....	\$172,800 07

In view of this large surplus, it will be seen that this bureau has not asked any additional appropriation for the ensuing year, but merely that the surplus left from the present year, should be re-appropriated, with which I make no doubt, all the public requirements can be abundantly satisfied, under an economic management. It will be seen that no inspectors are now appointed or paid, except for services actually rendered, and reports duly made on contracts in the process of completion.

As suggestions for the better workings of this bureau in future, I would recommend, in view of the great difficulty of making specifications for the repairs of old and worn wharves, piers and bulkheads, that all resolutions of the Common Council directing such repairs to be made, should henceforth be passed by a three-fourths vote of all the members elected to both Boards of the Common Council, where it appears obvious that such repairs can be executed more cheaply by this bureau directly, than by advertising for proposals and awarding a contract. On this subject I will hereafter report more in full.

I would further recommend that in all future leases of

wharves, piers and slips, the city should engage to keep the same in repairs, at its own expense, as great difficulty is found under the present system in collecting the expenses incurred for repairs to these piers and slips from the lessees.

The arrangements I propose would increase the annual rent of this species of city property, so as to more than compensate for the additional outlay by the city.

For the proper discharge of my duties, I find that I shall need, as previously stated, the services of one clerk, say at twelve hundred dollars a year, and one permanent foreman, who shall be a mechanic, duly qualified, say at three dollars per day, for every day employed.

All of which is respectfully submitted,

(Signed)

BERNARD KELLY,  
*Superintendent of Wharves.*

DOCUMENT No. 10.

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BOARD OF ALDERMEN,

JANUARY 31, 1859.

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The following Communication from the Street Commissioner, being his Report of the Business of the Street Department, up to and including December 31st, 1858, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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STREET DEPARTMENT, OFFICE OF STREET COMMISSIONER,  
NEW YORK, January 31, 1859.

*To the Honorable the Common Council  
of the city of New York:*

GENTLEMEN:—In compliance with section 29 of the Charter of 1857, I have the honor to submit the following report in relation to the business of this department, to include the 31st of December last.

The Street Department has charge of street improvements, wharves and slips, roads and avenues, public lands and places, lamps and gas, construction and repairs of public buildings, supplies to public offices, expenditures

for fire apparatus, removal of obstructions and encumbrances from streets and harbor, and the collection of assessments.

In the principal office, besides the Street Commissioner and Deputy, there are ten clerks, five inspectors and three messengers. There are nine separate bureaux in the department, in each of which there is a superintendent or officer in charge, and the necessary clerks and inspectors.

This immense and varied business, involving an annual expenditure of about three millions of dollars, affecting as it does, nearly every interest in the city, and being intimately connected with other departments, and largely dependent upon prompt action of the Common Council—requires to be conducted with method and system, as well as strict adherence to law.

On the twentieth of April last, at the time Mr. Edward Cooper took charge of the department, the business was in a state of confusion and disorder bordering on chaos—the result, in part, of defective laws, of ignorance and neglect, and of designing fraud; and, in part, owing, no doubt, to the fact that for six months or more, there had been no recognized Street Commissioner, and consequently very little business done regularly by the department, during that time. The amount of office room was entirely inadequate, and several of the superintendents had no offices, and no records of their business.

Notwithstanding the fact that there were ten separate bureaux of this department, hundreds of applications, in reference to details of unimportant routine business, properly belonging to the different bureaux, were brought

daily, direct to the Street Commissioner. Among other things were a large number of bills for work done or supplies furnished during the time that the office was contested, nearly all of which were irregular, and some fraudulent, the whole amounting to more than one hundred and fifty thousand dollars. Most of these claimants, as well as other persons having business with the department, insisted upon seeing the Street Commissioner, and discussing, day after day, their own especial grievances. There were something like one hundred and fifty contracts for street improvements, involving large interests to property-holders, contractors and the city, the Corporation acting as trustee with limited powers. These contracts, with scarcely an exception, were found to be irregular; very many of them illegal, and some fraudulent. The routine business had been in part allowed to lie over, and came crowding into the office.

In this condition of things, Mr. Edward Cooper at once recognized the necessity of a radical change in the whole department, (see circular addressed to heads of bureaux, June 10th, 1858, as to the future organization of business, Appendix marked D, and transmitted herewith). He adopted a system of accounts for the transaction of all new business of the office, and at the same time commenced collecting information from every available source, in reference to the existing condition of work and accounts, by contracts or otherwise, which had been for years in progress, and were still lying unsettled. New ordinances for the government of the department were prepared (see proceedings of the Board of Councilmen, December 22d, 1858,) and every effort was made to establish the whole business upon a proper basis; much had been done toward

the accomplishment of this purpose, before Mr. Cooper retired from the office; but this object has not yet been fully attained, nor can it be until certain important changes are made in the city charter and laws.

The system adopted for the transaction of business, (again see Circular D,) the keeping of accounts, and making payments, is this:

The Superintendent of the bureau having charge of a particular kind of work or the furnishing of supplies, makes to the Street Commissioner a written report setting forth the facts in the case, and his recommendation thereupon. If approved, the Street Commissioner or Deputy certifies to the necessity of the expenditure, as required by the charter, and orders the work to be done, or the supplies to be furnished. The Superintendent, after the execution of the work, or delivery of the articles, examines the bill rendered to him; and if it is found correct, he has triplicate vouchers made out in regular printed form, (see appendix marked C, transmitted herewith,) on each of which the account is copied. The original bill is filed in his office, and the triplicate vouchers, certified by him, are transmitted to this department; if approved, they are certified by the Street Commissioner or Deputy, entered on the books of this office, and a requisition is then drawn upon the Comptroller, by the Street Commissioner, for the amount of the voucher. The requisition with triplicate vouchers appended, is then sent, with letter of transmittal, to the Comptroller, by whom a warrant is drawn upon the Treasury, in favor of the party to whom the money is due; and this warrant is given to the party,

upon signing a receipt for the amount upon each of the triplicate vouchers. The Comptroller retains one of the receipted vouchers, and sends the other two to this office, one of which is filed here, and the other is transmitted to the office of the bureau under which the expenditure was incurred. These triplicate vouchers form the basis of the whole system of payments and accounts, and in themselves are a record of all the money transactions of the department, of which there is a complete file of original papers in the office of the Comptroller, in this office, and that of the bureau under which the work was done. (In appendix marked C, transmitted herewith, this whole system of accounts with triplicate vouchers, etc., will be found fully discussed, and its advantages as a safeguard to the city, explained in a report made by me, then Deputy Street Commissioner, to Mr. Edward Cooper, and by him laid before Messrs. A. C. Flagg and T. R. De Forrest, in their capacity as a Committee on Accounts.)

It will be seen by this, that no payments are made by this department—neither the Street Commissioner nor other officer of the department disburses any of the public money, with the exception of the Chief Clerk, who has a small account for postage, etc., amounting, last year, to eighty-nine dollars and fifty-eight cents.

At the time Mr. Cooper came into possession of this office, the contracts were made in a book of printed forms, the blanks left for prices being filled in with figures only, instead of being written out in words. These figures, in very many cases, had evidently been altered; and in no case, for several years back, were any of the contracts

signed by the Street Commissioner. The contractors, it is understood, were not furnished with copies of their contracts, and in some cases, as I am informed, they signed in the book, as they were told to do, without knowing what instrument they were signing.

Under the system, as amended since the 20th of April last, all contracts are now made in triplicate, all prices and amounts are written out in full, and each of the triplicates is signed both by the Street Commissioner and contractor. One of these original contracts is then transmitted to the Comptroller, to form a check upon his payments; one is filed in this office, and the third is given to the contractor, so that he may always have before him the terms and specifications for his work. A certified copy is also filed in the office of the bureau having immediate superintendence of the work.

The charter of 1857 requires that the terms of contract shall be settled by the Corporation Counsel, as an act of preliminary specification to the bid or proposal. The forms of contracts are prepared in this office, and submitted to the Corporation Counsel, and his approval being indorsed thereon, proposals are called for. This examination on the part of the Corporation Counsel, is sometimes the cause of great, but perhaps unavoidable delay. The awards of contract often lie for a long time before the Common Council awaiting their action. The result is that in very many cases work done by contract is materially delayed by causes entirely beyond the control of this department? (See Appendix, marked B, for list of all contracts awarded by this department, from 20th of April to 31st December, 1858.) I would respectfully call



attention to the suggestions made by the Superintendents of the Bureaux of Wharves, Roads and Repairs and Supplies in their reports to this department, already transmitted to the Common Council, relative to the difficulty of making correct specifications and contracts for the numerous and frequently unforeseen repairs which may be needed on the old and dilapidated piers, roads and buildings under their respective charge.

Monthly reports are required of all the superintendents, stating the amount and kind of work done, or supplies furnished, and the cost thereof; the amount of the appropriations in each case, what has been expended and the balance on hand; together with a return showing all public property in their possession. It is intended that the books in the various offices shall be kept in such a manner that they will show plainly the exact condition of all the business of the department, (on this point, again, see circular marked D.) There are several difficulties which have so far prevented the establishment of this system on an entirely satisfactory basis; the more prominent ones may be enumerated as follows:

- 1st. The proposed Ordinances were not passed by the Common Council until the 29th day of December, 1858.
- 2d. Proper office accommodations have not yet been obtained; it will not be long, however, before this difficulty will be removed.
- 3d. It is necessary that appropriations for this department be made in such manner, that the money can be drawn on the requisition of the Street Commissioner only. This is of vital importance, and until it is done, there can be

neither regularity nor certainty in the business of the department; nor can any one be held responsible for appropriations against which more than one person is allowed to make requisitions. As the Charter now stands—and in this respect it is, perhaps, correct—no expenditures can be legally incurred for any purpose, beyond the amount included in the "Tax Levy" for the year, without especial authority from the Legislative. The consequence is, that when an appropriation is exhausted, that particular kind of expenditure must cease, or if incurred, must be done in direct violation of law. (See on this subject, letter to the Comptroller, dated 16th November, 1858, appendix marked E, in reference to appropriations reported exhausted otherwise than on requisitions by the Street Commissioner; together with Comptroller's answer to the same, appendix marked F, in which a concession is made for the time being, without admitting the principle for which this department contends.) The remedy for this evil of appropriations exhausted before the termination of the year which they are intended to cover, will be found in a change of the fiscal year. Let the financial year commence on the 1st of July, and in that case appropriations which were found to be insufficient, owing to unforeseen necessities arising, or fresh work being ordered to be done by the Common Council, could be increased by application to the Legislature, if necessary for the interests of the city.

The accompanying correspondence, between the Mayor, Comptroller and Street Commissioner in reference to the question of exhausted appropriations, (appendix marked E, F, G and H,) will show some of the embarrassments caused by the legal inability of the legislative and executive branches of the city government, to provide for or incur expenditures necessary in the transaction of ordinary city business, and (in some cases,) essential to the safety of property and life. When the changes recommended by this department shall have been adopted, much will be accomplished towards securing regularity of business, and immediate responsibility on the part of executive officers.

I do not hesitate to say, that until these changes are made, the business of this department cannot be properly conducted.

In this connection it is proper to add, that in my judgment the population, commerce and public business interests of this city have largely outgrown the present form of city government, causing an amount of confusion and irresponsibility in the public business, which might be regarded as little less than a direct temptation to commit fraud. To prevent these frauds, special sections were introduced into the Charter and ordinances, evidently with the intention of making officials supposed to be dishonest and incompetent, "capable and honest." Has the remedy been successful? Let the recent developments of fraud and embezzlement—the doubtful validity of many assessments—the great increase in the Tax Levy from year to year, and the inefficiency with which business has been done in many departments, answer.

The Charter and laws should be based on sound principles, and adapted to what the city is now, and will become, rather than upon what it was, and what it needed twenty or fifty years ago. Above all, let legislation, both in Albany and in this city, be founded upon the supposition that government officials are both honest and capable; and so arrange the checks and balances, that anything to the contrary will at once be detected, and traced to its source. Let this be done, if it is wished to improve the present system, which only fetters and trammels well-intentioned and law-abiding men, while others break through in every direction, and set all control at defiance. What can be expected, when the laws are such, that even the highest officials are often reduced to the alternative of either openly violating or overriding them, or putting a stop to the whole public business, and exposing the property of the city to destruction?

Estimates from this department, for the year 1859, were called for by the Comptroller in October last, and were submitted on the 30th of November. For want of reliable data, in reference to supplies of every kind to the various public offices, they were not in this respect entirely satisfactory. In view of the fact that no expenditure can be legally incurred, unless included in the Tax Levy, it is very important that all should be asked for which may be necessary during the year. I respectfully beg leave, in calling your attention to this subject, to add, that the constant applications made to your Honorable Body, during the current year, for expenditures for various purposes, not included in the Tax Levy, are irregular; and that the action of the Common Council, in granting such requests, is often embarrassing to this department. As the Charter

stands, these applications should be made before the Tax Levy for the year is passed, and provision to meet them should be inserted therein.

Again: it is irregular, to say the least, for the Common Council, to accept work, audit accounts, and pass resolutions directing the Comptroller to pay a specific amount for work done for the Corporation, and charge the same to a specific appropriation, which should be under control of one of the heads of department. Very large payments are made, too, out of specific appropriations, upon judgments obtained against the city—often for work done or supplies furnished years since. These and other payments of a similar character would seem properly to form a part of the arrearages for the year, if there be no special provision made for their payment, rather than to charge them against appropriations made for particular purposes, which were intended to be expended under the control of one of the executive departments.

There is one other point to which I desire to refer in general terms, before speaking of the business of the Superintendents of the bureaux; and that is, the necessity of conferring more power on the Street Commissioner, in regard to details of executive business. At present, he is not entrusted with authority sufficient for the prompt and efficient transaction of the immense public business with which this department is charged.

#### **The Bureau of Street Improvements.**

In this bureau (for full particulars, see Report to this Department of Superintendent, transmitted to the Common Council on the 24th inst.,) the expenditures are not only

nearly equal to those of all the other bureaux combined, but almost the whole amount is paid from the Trust Fund moneys advanced by the city. To enable the Corporation to collect assessments upon the property benefited by these improvements, authority is given ultimately to sell the property, and give title without the consent of the owner. This is well understood to be a right that should be exercised from urgent public necessity only; and must, in every step of the process, be carried out in exact accordance with the prescribed letter of the law—the slightest irregularity very properly vitiating the whole proceeding. This business is of a very delicate and complicated nature, requiring to be executed with extreme caution and correctness. I venture to say, that no business of such importance was ever before conducted upon such loose principles, and with such entire disregard of all law and order, as prevailed in this bureau for several years before Mr. Edward Cooper was appointed Street Commissioner. The irregularities in the past have been so gross, that retroactive legislation appears to be absolutely necessary before present entanglements can be unraveled. The late Street Commissioner and present Deputy Street Commissioner (then Superintendent of the Bureau of Street Improvements) were occupied much of their time upon the outstanding contracts, accounts and assessment lists for work in this bureau, during the period in which they held those offices respectively; and Mr. Cooper, in connection with the present Superintendent of Street Improvements, has given great attention to the intricate questions involved in these matters, since he retired from the office of Street Commissioner. A report on these contracts, prepared mostly by the three gentlemen above named, was transmitted with the

Report of the Superintendent on the 24th inst. This subject requires, and I hope will receive thorough consideration on your part, and such action as may be necessary for the protection of the large interests involved.

#### **Wharves, Piers and Slips.**

I am satisfied that a plan should be adopted for making the wharves of this city of durable materials, which would admit of their being kept constantly in serviceable condition, and be better adapted to the commercial necessities of the city. I would recommend that steps be taken by your Honorable Body to determine the best manner of accomplishing this object.

For the present condition of the wharves, and the business connected therewith, reference is made to the report of the Superintendent, transmitted to the Common Council this day.

#### **Roads.**

Little has been done toward repairing the roads, for the reason that the appropriation was nearly exhausted before the appointment of the present Superintendent.

For information with respect to this bureau, you are referred to Report of Superintendent, transmitted to the Common Council this day.

#### **Lands and Places.**

The Superintendent of this Bureau reports upon the state of the public parks under his charge; to which, (transmitted to the Common Council 27th inst.,) and previous reports from this department, you are referred for full particulars.

### Lamps and Gas.

Your attention is respectfully called to the report of the Superintendent of this Bureau, transmitted to the Common Council, on the 27th instant, and more particularly to that portion of the report which refers to the fact that the contracts under which several of the gas companies furnished light to the city, have expired, and that they are now being paid for this service at the rates of their old contracts. I concur in the recommendation of the Superintendent and await your instructions in regard thereto.

### Construction and Repairs to Public Buildings.

For full particulars in reference to details of this branch of the public business, you are referred to the report of the Superintendent, transmitted on the 27th instant, and to previous reports from this department to the Common Council. The Deputy Superintendent of Repairs and Supplies, although an officer of this Bureau is, by existing ordinances, directly under the Street Commissioner, the ordinances making him, to a great extent, independent of the chief officer of the bureau. His duties are distinct and separate, involving all the supplies to public offices.

The report of the Deputy Superintendent of Repairs and Supplies was transmitted on the 27th instant. There has been a great deal of difficulty in regard to the business coming under this officer's charge, on account of several appropriations being reported by the Comptroller as exhausted or overdrawn; (see letter to the Comptroller, appendix, marked E.) This whole question is explained in previous reports from this department, and in the correspondence on the subject herewith transmitted.



It will be seen that there was a difference of opinion between the Comptroller and Street Commissioner in regard to the real state of these appropriations; (Appendix, E and F.)

Until this difference could be settled by a thorough revision of the accounts, this department, rather than stop the supplies necessary for the ordinary transaction of business in the various offices of the city government, determined (see appendix G. and H) to authorize expenditures for these supplies, payment for which must be provided for either by revision of the accounts in the office of the Comptroller, or by allowing them in the arrearages for the year 1858.

It has been proposed to have these supplies furnished by contract; but the difficulty in accurately specifying the quantity and quality of articles required, and the unsatisfactory results under contracts formerly made for such purposes, have induced [the department thus far to trust a reliable agent to buy in open market, rather than make a contract. At an early day, however, this whole question will be taken up with a view to contracting for as large a portion of these supplies as may be found practicable.

One great difficulty in the way of making a contract for these articles has been that this department had no reliable data to go upon, further than the requisitions that came in from day to day, asking for various things in small quantities, needed for immediate use, the whole never amounting to a sum approaching the two hundred and fifty dollars limit established by the charter.

### Fire Apparatus.

By the charter of 1857, the Chief Engineer of the Fire Department is placed at the head of one bureau of the Street Department, and this gives to the Street Commissioner, control of the expenditures incurred by the city for fire apparatus. This appropriation for the past year amounted to sixty-two thousand five hundred dollars; and early in the month of November it was ascertained that the unexpended balance was not sufficient by several thousand dollars to provide for expenditures already incurred.

The question of allowing expenditures necessary to keep the fire apparatus in serviceable condition, presented itself, and the safety of property required that such expenditure should be allowed. But under the charter there was no legal power in the city government to incur further expense for this purpose; and under these circumstances, rather than jeopard the safety of life and property in the city, and with the concurrence of his Honor the Mayor, I ordered the repairs absolutely necessary to the fire apparatus to be made, and have asked that the expenditures so incurred shall be included in the arrears for the year 1858; (see appendix, marked G and H.)

### The Collection of Assessments.

All the new business of this bureau is in a satisfactory condition: but the unfinished business on hand at the time of Mr. Cooper's appointment has not yet been entirely disposed of.

The former Collector of Assessments, or deputy collectors took away from the office a portion of the books and accounts under the plea that they were private pro-

perty, and this department has not yet been enabled to obtain possession of them.

For information in regard to this subject, and the state of the accounts between the city and the officers in question, so far as they could be ascertained, you are referred to previous reports from this department to the Common Council.

The accounts of Isaac Edwards during his term of office, and of his deputies, have also been examined.

Under the present ordinance all moneys collected by this bureau are paid to the Chamberlain; and the Collector and deputies are each paid monthly an equal part of two and one-half per cent. on that amount. Formerly these officers retained their fees.

The amount collected by this bureau and deposited with the Chamberlain, from the 22d of April last to December 28th last, is two hundred and forty-two thousand six hundred and twenty-eight dollars and twenty-six cents (\$242,628 26.)

No returns have as yet been made by the Collector to the Bureau of Arrears, for the reason that the Deputy Collectors on taking possession of the office, were compelled to make two personal demands upon every person who had not been credited upon the Record, for all assessments confirmed since March 1st, 1857, in addition to the assessment for Central Park improvements and Bowery extension, amounting in all to one million one hundred and thirty-eight thousand four hundred and eighty-nine dollars and eighty-one cents, the law requiring them to make affidavits to that effect.

This labor, together with proper attention to the assessments confirmed since their appointment, has rendered their duties extremely arduous.

It gives me pleasure to inform your Honorable Body that large amounts are being collected on the old lists, and that returns for the Bureau of Arrears, with the proper affidavits, are now in course of preparation.

All assessment lists confirmed since the appointment of Mr. H. M. Schieffelin as Collector of Assessments, will be promptly returned to the Bureau of Arrears on the expiration of the prescribed time. The uncredited assessments on the 1st of this month, charged to the Collector were one million one hundred and thirty-five thousand two hundred and seventeen dollars and two cents.

The Bureau of Surveying was found by Mr. Cooper to be so badly organized that he considered it necessary to ask for the repeal of that part of the ordinance establishing this bureau. It was repealed and a regular rate of prices has been established, and the department now employs, by selection, city surveyors to perform work of this character, that may be necessary to be done.

By the new ordinance the Bureau of the City Hall is merged in that of Repairs and Supplies. A large reduction has been made in the expenses of cleaning and lighting the City Hall and buildings in the Park.

In accordance with directions of the Common Council the late Street Commissioner employed a competent person to examine and report upon the bills against the city for work done and supplies furnished during the contested terms of office of Messrs. Devlin and Conover.

The amount allowed by the examiner, which will have to be provided for in the arrears of last year is eighty-nine thousand and sixty dollars and five cents; (see Doc. 20, Board of Aldermen and other reports).

The amount of bills already rendered to this department and not paid, requiring to be provided for as arrearages is twenty-one thousand four hundred and fifty-four dollars and forty-five cents.

Amount of bills rendered for expenditures incurred during 1858, but not paid, awaiting the re-appropriation of unexpended balances is nine thousand two hundred and seventeen dollars and sixty-five cents.

The unexpended balances remaining on hand, of appropriations under this department, at the end of the year amount to four hundred and eighty-three thousand three hundred and thirty-seven dollars and eighty-three cents.

The total amount for which requisitions have been drawn by the Street Commissioner since the 20th of April last, is five hundred and eighty-four thousand eight hundred and sixty-six dollars and sixteen cents; (for details of this expenditure see appendix marked A, transmitted herewith).

The total amount of estimates of appropriations to be expended under this department for the year 1859 is three million thirty-three thousand and eighty-seven dollars and ninety-seven cents, of which one million one hundred and fifty dollars is on trust account, and four hundred and eighty-three thousand three hundred and thirty-seven dollars and eighty-three cents re-appropriated, leaving to be included in the tax levy, one million five hundred and

forty-nine thousand six hundred dollars and fourteen cents, for appropriations under this department.

These estimates have been made out with care, but the data that could be obtained are not perfectly reliable, and the estimates may prove to be erroneous. But with the system adopted in this office and the various bureaux of the department, for keeping the accounts, there is reason to believe that in another year the estimates can be made in more detail, and with much greater accuracy.

For the manner in which the books are required to be kept in the offices of the various bureaux, reference is made to circular letter (appendix marked D) from the Street Commissioner, dated June 12th, 1858, and to appendix I, being statements of books kept in the bureau of the collection of assessments and in the office of the Street Commissioner.

The annual appropriations not having passed the Common Council of last year, expenditures in this department cannot be incurred until appropriations are made therefor; (see communications of Street Commissioner to Common Council, dated 3d and 13th instant).

In conclusion, your especial attention is again called to the absolute necessity for providing during this session of the legislature, for expenses to be incurred by the city government during at least two or three months of the year 1860.

I respectfully and urgently recommend that the Common Council take such action in the premises, as in their judgment, may be advisable.

Respectfully submitted,

G. W. SMITH, *Street Com'r.*

## APPENDIX A.

*Fire Department.*

Engine Company No. 1.....	\$281 04
" 2.....	234 88
" 3, disbanded April 17, '58	—
" 4.....	147 45
" 5.....	109 87
" 6.....	395 59
" 7.....	446 00
" 8.....	141 97
" 9.....	119 04
" 10.....	40 00
" 11.....	249 85
" 12.....	76 50
" 13.....	86 90
" 14.....	123 23
" 15.....	379 12
" 16.....	177 00
" 17.....	306 19
" 18.....	297 00
" 19.....	143 33
" 20.....	154 42
" 21.....	193 55
" 22.....	52 75
" 23.....	32 68
" 24.....	80 97
" 25.....	146 94
" 26.....	585 17
" 27.....	50 00
Carried forward .....	<u>\$5,051 44</u>

Brought forward.....	\$5,051 44
Engine comp. No. 28.....	360 93
“ 29.....	181 66
“ 30.....	44 00
“ 31.....	393 25
“ 32, disbanded May 6, '58....	—
“ 33.....	234 75
“ 34.....	37 50
“ 35.....	199 50
“ 36.....	86 96
“ 37.....	195 50
“ 38.....	250 46
“ 39.....	110 02
“ 40.....	135 33
“ 41.....	176 12
“ 42.....	265 50
“ 43.....	30 00
“ 44.....	172 81
“ 45.....	255 00
“ 46, disbanded Oct. 5, '55.....	—
“ 47, disbanded Sept. 18, '55.....	—
“ 48.....	97 64
“ 49.....	110 00
“ 50.....	48 21
“ 51.....	517 49
Exempt engine.....	65 62
Old engine for the Yard.....	25 50
Jumper for yard ..	23 50
	<hr/>
	\$9,068 69
Engine (new) for No. 18.....	1,500 00
	<hr/>
	<u>\$10,568 69</u>



Hose Company No.	1 .....	\$80 16
"	2 .....	12 64
"	3 .....	67 78
"	4 .....	60 52
"	5 .....	312 03
"	6 .....	175 00
"	7 .....	119 68
"	8 .....	111 00
"	9 .....	125 42
"	10 .....	123 52
"	11 .....	137 69
"	12, disbanded .....	—
"	13 .....	90 38
"	14 .....	134 08
"	15 .....	1 00
"	16 .....	63 30
"	17 .....	139 58
"	18 .....	189 14
"	19 .....	97 86
"	20 .....	31 96
"	21 .....	46 32
"	22 .....	57 63
"	23 .....	104 21
"	24 .....	38 50
"	25 .....	69 75
"	26 .....	67 82
"	27 .....	57 65
"	28 .....	57 00
"	29 .....	319 00
"	30 .....	63 00
"	31 .....	32 00
"	32 .....	39 65
Carried forward .....		<u>\$3,025 27</u>

	Brought forward.....	\$3,025 27
Hose Company No. 33 .....		272 25
" 34 .....		56 98
" 35 .....		30 50
" 36 .....		82 08
" 37 .....		83 33
" 38 .....		27 86
" 39 .....		51 50
" 40 .....		316 50
" 41 .....		92 43
" 42 .....		50 83
" 43 .....		45 00
" 44 .....		3 26
" 45, disbanded.....		—
" 46 .....		143 00
" 47 .....		136 25
" 48 .....		33 88
" 49 .....		30 18
" 50 .....		62 86
" 51 .....		126 88
" 52 .....		68 00
" 53 .....		12 00
" 54 .....		40 25
" 55 .....		113 32
" 56 .....		198 45
" 57 .....		46 56
" 58 .....		256 90
" 59 .....		40 00
" 60 .....		175 30
" 61 .....		174 30
" 62 .....		38 35
		<u>\$5,834 18</u>

Hook and ladder company No. 1.....	\$234 24
"                    "      2.....	94 14
"                    "      3.....	207 72
"                    "      4.....	252 58
"                    "      5.....	147 58
"                    "      6.....	137 41
"                    "      7.....	81 00
"                    "      8.....	172 00
"                    "      9.....	663 95
"                    "     10.....	117 66
"                    "     11.....	79 25
"                    "     12.....	454 64
"                    "     13.....	232 67
"                    "     14.....	169 90
"                    "     15.....	137 54
	<hr/>
	\$3,182 28
Work in Corporation Yard, per pay rolls.....	5,801 87
Cartages .....	2,510 62
Contingencies—cleaning office of Chief Engineer, &c	116 00
Corporation Yard.....	1,765 40
Funerals .....	33 50
Advertising.....	113 83
Water pails, mops, chamois skins, etc .....	690 22
Lanterns .....	803 39
Trumpets for Chief Engineer and Assistants.....	252 00
Bell-tower, Thirty-third street.....	\$4 50
"    Twenty-second street.....	6 96
"    Eighty-fifth street.....	10 00
"    Union market .....	43 30
"    Essex market .....	4 62
"    Post-office .....	3 44
"    City Hall.....	72 03
	<hr/>
Carried forward .....	\$12,231 68

Brought forward.....	12,231 68
Posting notices.....	16 50
Cleaning Firemen's Hall.....	64 11
Inspecting engines in Corporation yard.....	63 00
Carriage hire, Common Council.....	140 00
House of hose company No. 41.....	20 86
Watching City Hall, night of 2d fireworks.....	25 00
	<hr/>
	12,561 15
Total.....	<hr/> \$32,146 30

*Lands and Places.*

City Hall, Park, flagging, &c.....	\$224 13
Stuyvesant " signs, &c.....	235 18
Washington " flagging, etc.....	345 24
Union " ".....	279 18
Madison " fencing, etc.....	45 19
Battery " signs, etc.....	63 44
Tompkins " fencing, etc.....	30 12
Third avenue and 123d street park, painting.....	95 20
Cor. W. Broadway and Beach st. park, repair'g railing	3 44
Duane street, do.....	40 00
Madison avenue square.....	95 29
	<hr/>
	1,456 41
Laborers on parks, &c.....	9,621 08
" City Hall and Park.....	2,413 09
Implements.....	37 00
Worth monument.....	46 29
Harbor Police.....	23 64
Police Department.....	12 00
Public Offices.....	95 50
Posting notices.....	1 50
Advertising.....	3 60
Watching Street Commissioner's office.....	110 00
Carriages for Committees on Lands and Places.....	643 00
	<hr/>
Total.....	<hr/> 14,460 11

*Public Buildings—Construction and Repairs.*

First District Civil Court.....	\$33 11
Second   "   " .....	218 10
Third     "   " .....	774 49
Fourth    "   " .....	110 16
Fifth     "   " .....	19 50
Sixth     "   " .....	50 00
Seventh   "   " .....	183 26
	<hr/>
	1,388 62

First District Police Court .....	18 19
Second     "   " .....	721 57
Third     "   " .....	124 29
Fourth    "   " .....	318 51
City Hall   "   " .....	487 70
	<hr/>
	1,670 26

House of Precinct No. 1.....	75 15
"       "   2.....	15 94
"       "   3.....	18 80
"       "   4.....	5 47
"       "   5.....	14 06
"       "   6.....	190 81
"       "   8.....	76 78
"       "   9.....	170 28
"       " 10.....	37 89
"       " 11.....	20 49
"       " 12.....	204 23
"       " 13.....	106 94
"       " 14.....	112 68
"       " 16.....	141 07
"       " 17.....	777 99
"       " 18.....	68 99

Carried forward ..... \$2,037 57

Brought forward.....		\$2,037 57
House of Precinct No. 19.....		26 78
“ “ 20.....		172 67
“ “ 21.....		55 20
“ “ 22.....		41 60
“ “ 23.....		254 67
“ “ 24.....		239 94
“ “ 25.....		59 95
		<u>2,888 38</u>
Precinct No. 1.....		58 30
“ 2.....		10 31
“ 6.....		31 00
“ 12.....		8 00
“ 14.....		20 65
“ 16.....		40 75
“ 18.....		2 00
“ 19.....		9 70
“ 24.....		280 00
“ 25.....		93 50
		<u>554 21</u>
Fulton market.....		408 95
Jefferson “.....		229 29
Centre “.....		201 97
Clinton “.....		314 53
Washington “.....		671 65
Tompkins “.....		228 73
		<u>2,055 12</u>
House of engine Co. No. 1.....		8 00
“ “ 2.....		31 36
“ “ 4.....		216 99
“ “ 6.....		28 38
Carried forward.....		<u>\$284 73</u>

Brought forward.....	\$284 73
House of engine Co. No. 7.....	88
“ “ 8.....	32 38
“ “ 9.....	39 91
“ “ 10.....	4 87
“ “ 11.....	54 99
“ “ 13.....	28 17
“ “ 14.....	88 92
“ “ 15.....	70 09
“ “ 17.....	324 84
“ “ 18.....	60 87
“ “ 19.....	15 36
“ “ 21.....	156 79
“ “ 22.....	224 57
“ “ 23.....	158 24
“ “ 24.....	19 46
“ “ 25.....	21 55
“ “ 26.....	272 93
“ “ 28.....	4 56
“ “ 29.....	45 97
“ “ 30.....	31 98
“ “ 31.....	11 35
“ “ 33.....	327 92
“ “ 34.....	15 74
“ “ 35.....	7 20
“ “ 38.....	562 88
“ “ 39.....	109 73
“ “ 40.....	28 87
“ “ 41.....	45 11
“ “ 42.....	24 55
“ “ 44.....	24 87
“ “ 45.....	49 94
Carried forward.....	<u>\$3,150 22</u>

Brought forward.....	\$3,150 22
House of engine co. No. 48.....	9 00
“ “ 49.....	73 65
“ “ 50.....	90 99
“ “ 51.....	293 54
	<u>3,617 40</u>
House of Hose Co. No. 1.....	117 39
“ “ 2.....	172 28
“ “ 3.....	152 96
“ “ 4.....	99 88
“ “ 6.....	148 07
“ “ 7.....	33 04
“ “ 8.....	200 00
“ “ 10.....	3 00
“ “ 11.....	93 66
“ “ 13.....	32 37
“ “ 14.....	33 90
“ “ 16.....	217 95
“ “ 17.....	12 87
“ “ 19.....	109 99
“ “ 20.....	84 18
“ “ 21.....	17 48
“ “ 22.....	140 85
“ “ 23.....	41 79
“ “ 24.....	209 70
“ “ 25.....	54 58
“ “ 27.....	10 18
“ “ 28.....	45 45
“ “ 29.....	33 76
“ “ 30.....	19 68
“ “ 31.....	104 09
“ “ 32.....	10 65
Carried forward .....	<u>\$2,199 75</u>



Brought forward.....			\$2,199 75
House of hose co. No. 33.....			187 14
“ “ 34.....			37 75
“ “ 35.....			140 39
“ “ 36.....			435 24
“ “ 37... ..			21 88
“ “ 38.....			147 22
“ “ 39.....			60 47
“ “ 40.....			47 75
“ “ 41.....			304 66
“ “ 42.....			16 99
“ “ 44.....			7 70
“ “ 46.....			92 85
“ “ 48.....			12 88
“ “ 50.....			130 31
“ “ 52.....			71 63
“ “ 53.....			6 41
“ “ 55.....			12 59
“ “ 56.....			15 93
“ “ 57.....			4,224 23
“ “ 58.....			75 00
“ “ 60.....			12 27
“ “ 61.....			122 34
			<u>8,383 38</u>
House of hook and ladder Co. No. 1.....			13 20
“ “ “ 2.....			9 00
“ “ “ 3.....			240 82
“ “ “ 5.....			120 99
“ “ “ 6.....			8 50
“ “ “ 7.....			3 00
“ “ “ 8.....			201 63
“ “ “ 9.....			221 52
Carried forward.....			<u>818 66</u>

Brought forward.....	\$818 66
Hook and ladder company No. 10 .....	134 68
“ “ “ 12.....	166 87
“ “ “ 13.....	47 07
“ “ “ 14.....	343 01
“ “ “ 15.....	8 60
	<u>1,518 89</u>
Union market bell-tower.....	\$49 96
Twenty-second street “ .....	41 01
Mount Morris “ .....	73 75
Jefferson market “ .....	2,896 47
Yorkville “ .....	16 50
Thirty-third street “ .....	55 88
Macdougall street “ .....	24 87
Post-office “ .....	12 00
Spring street “ .....	52 63
Essex market “ .....	6 60
City Hall “ .....	93 50
Centre market “ .....	8 15
New Bell-tower, City Hall Park .....	1,292 47
	<u>4,623 79</u>
Street Commissioner's Department.....	78 05
City Library.....	31 86
Surrogate's office .....	0 40
Register's office .....	0 40
Superintendent of Repairs and Supplies, office.....	49 46
Receiver of Taxes, office .....	59 35
Mayor's office.....	30 36
County Clerk's office .....	0 50
Mayor's squad.....	11 71
Inspector of Public Buildings.....	670 00
Carried forward.....	<u>\$ 93 29</u>

Brought forward.....	\$932 09
Firemen's Hall.....	41 77
Clerk of Common Council, office.....	1,564 85
Chief Engineer of Fire Department, office.....	6 19
Marine Court.....	10 87
Chamber of Board of Aldermen.....	2,300 44
Deputy Superintendent of Repairs and Supp's, office.....	223 17
Joint Committee on Accounts.....	12 50
Fire Telegraph, office.....	59 20
Reporters of the Press, office.....	7 31
Collector of Assessments, office.....	68 91
Comptroller's Department.....	37 55
Clerk of Board of Councilmen's office.....	10 45
Chamber of Board of Councilmen.....	5 66
Laborers, City Hall and Park.....	1,681 36
Superintendent of Police, office.....	27 61
Inspection of small repairs to Public Buildings.....	505 50
Governor's Room.....	40 19
Public Clocks.....	99 54
Posting Notices.....	10 50
Court of General Sessions.....	38 50
District Attorney's office.....	3 00
Coroner's office.....	8 50
Fire Marshal's office.....	140 73
Corporation Attorney's office.....	0 88
Commissioner of Jurors' office.....	0 50
Advertising.....	43 89
Hall of Records.....	35 91
Examining claims against Corporation.....	514 00
Worth Monument.....	125 00
City Hall Park.....	19 74
Carried forward.....	\$8,576 31

Brought forward.....	\$8,576 31
Inspector of Vessels .....	1 00
City Inspector.....	101 20
Carriages, Common Council .....	91 00
Keeper of City Hall Rooms .....	227 28
Supreme Court.....	21 38
Printing.....	129 96
Court of Common Pleas .....	10 21
Supervisors, office.....	6 14
Corporation Counsel, office .....	7 00
New City Hall.....	35 11
*City Hall, for sundry repairs, etc., before and after the fire of August 17, '58.....	2,583 35
	<u>\$11,789 94</u>
Total.....	<u>\$38,489 99</u>

\* *Mem.*—Old copper, iron, etc., taken from roof of City Hall, after fire of Aug. 17, '58, was sold for \$900 04, and the amount deposited with the Chamberlain Sept. 8, 1858, as per "Cash Account," herewith.

#### *City Contingencies.*

Pay Rolls of Laborers, City Hall and Park.....	\$2,300 96
First District Civil Court.....	\$210 40
Second " " .....	152 28
Third " " .....	191 50
Fourth " " .....	287 73
Fifth " " .....	27 00
Sixth " " .....	448 10
Seventh " " .....	80 83
	<u>1,397 84</u>
First District Police Court.....	\$504 50
Second " " .....	482 40
Third " " .....	30 00
Fourth " " .....	84 15
	<u>1,101 05</u>
Street Commissioner's Department.....	314 12
City Library.....	64 50
Posting notices.....	103 50
Carried forward .....	<u>\$5,281 97</u>

Brought forward.....	\$5,261 97	
Mayor's squad .....	32 68	
Removing flag pole in West Broadway .....	131 00	
Dog pound .....	126 44	
Directories for Public Offices.....	362 18	
City Inspector's Department.....	119 88	
Bureau of Roads and Avenues.....	2 00	
Bureau of Lands and Places.....	0 75	
Bureau of Repairs and Supplies... ..	104 50	
Jefferson market.....	8 00	
Union market.....	30 37	
Sheriff's office.....	16 94	
County Clerk's office .....	79 37	
Corporation Attorney's Office .....	1 00	
City Judge, office .....	13 50	
Fire Telegraph, office .....	2 00	
Court of Common Pleas.....	17 00	
Halls of Justice .....	11 00	
Cartages.....	149 17	
Brooms, etc .....	38 85	
Preliminary surveys.....	676 80	
Precinct No. 1.....	\$30 10	
“ 2.....	15 59	
“ 4.....	7 64	
“ 5.....	24 40	
“ 6.....	16 77	
“ 7.....	8 75	
“ 8.....	7 48	
“ 9.....	8 21	
“ 10.....	17 52	
“ 11.....	11 76	
“ 12.....	11 00	
Carried forward.....	\$159 22	\$7,205 40

Brought forward.....	\$159 22	\$7,205 40
Precinct No. 13.....	7 65	
“ 14.....	36 67	
“ 15.....	7 74	
“ 16.....	13 84	
“ 17.....	26 55	
“ 18.....	5 16	
“ 19.....	14 75	
“ 20.....	7 74	
“ 21.....	4 73	
“ 24.....	1 75	
Sundry Precincts .....	23 38	
	<hr/>	309 18
Clerk of Common Council.....		84 00
Public Clocks.....		252 20
Removing old trees .....		31 00
Mayor's office.....		33 25
Court of Sessions.....		30 00
Police Court, City Hall.....		345 34
Carriages for Common Council .....		15 00
Chamber of Board of Aldermen.....		691 32
Chief Engineer's office .....		76 00
Advertising .....		35 17
Fire Marshal's office.....		40 50
Chairs for hose company No. 57 .....		48 00
Marion street bell-tower .....		10 00
Tax Receiver's office.....		100 00
Superintendent of Police.....		35 00
Deputy “ “ .....		50 00
Soap, lime, etc., for “ .....		6 74
Police headquarters .....		19 32
Collector of Assessments.....		85 00
	<hr/>	
Carried forward .....		\$9,502 42

Brought forward.....	\$9,502 42
Coal for sundry Precincts.....	96 60
Wood for       “.....	81 00
Wood for City Hall .....	19 49
Gate-keeper of Corporation yard, Ludlow street....	54 00
Coal for sundry engine and hose cos., courts, etc ...	442 88
Comptroller's Department.....	2 76
Supreme Court.....	15 45
Tax Commissioner's office.....	23 99
Corporation Counsel's office.....	40 00
Marine Court.....	2 23
Total. ....	<u>\$10,280 82</u>

*Streets Paving, Regulating, Grading, Flagging and Curb and Gutter.*

Jas. Humes, on account of contract, regulating, &c., 54th street, between 6th and 7th avenues.....	\$2,755 91
John Callahan, assignee of John McGrane, on account of contract, regulating Fourth avenue, from 71st to 79th street. ....	1,090 38
Geo. C. Harsin, in full, contract, regulating paving, &c., 7th avenue from 51st to 59th street.....	1,585 57
Thomas Crimmins, on account contract, regulating 60th street, from 2d to 5th avenue.....	5,415 55
John Kinsley, on account of contract, regulating 44th street, between 1st and 3d avenues.....	487 56
James Dennis, in full, contract, fencing, flagging, &c., in front Nos. 77, 79 and 81 Canal street.....	87 75
John McGrane, in full, contract, paving, curb and gutter and flagging 46th street, between Eighth avenue and Broadway.....	498 81
Carried forward.....	<u>\$11,921 53</u>

Brought forward.....	\$11,921 53
John Pettigrew, in full, contract, regulating, grading and paving square foot of Jackson street.....	1,179 22
John B. Morrell, in full, contract, paving Lexington avenue, from 34th to 42d street.....	106 00
Mooney & Conklin, on account contract, regulating and grading 42d street, between Broadway and 6th avenue.....	4,901 70
	<hr/> \$18,108 45
Surveyors, for surveys, &c.....	5,379 44
Inspectors.....	6,618 86
Contingencies .....	59 25
Posting notices.....	97 50
Advertising.....	199 69
Collector of Assessments, for fees of H. M. Schieffelin, on collections.....	75 04
Do. Daniel E. Delavan, do.....	491 48
Total.....	<hr/> \$31,029 71

*Salaries, Street Department.*

Pay rolls.....	<hr/> \$37,845 02
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*Lamps and Gas.*

Contingencies, cleaning office.....	\$64 00
Lighting public street gas lamps, per Manhattan and other gas companies.....	235,320 64
Setting and fitting gas lamps and posts.....	3,363 17
Bellevue Hospital.....	22 00
Detectives' office.....	18 50
Keeper of oil house.....	60 00
First District Civil Court.....	99 25
Second " " .....	102 50

Carried forward .....

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\$201 75 \$235,543 31



Brought forward.....		\$201 75	\$238,848 31
Fifth District Civil Court.....		1 00	
Seventh " " .....		40 63	
			243 38
Precinct	No. 1.....	517 25	
"	2.....	340 75	
"	3.....	407 89	
"	4.....	340 62	
"	5.....	368 50	
"	6.....	652 00	
"	7.....	527 50	
"	8.....	373 93	
"	9.....	370 25	
"	10.....	341 61	
"	11.....	503 75	
"	12.....	147 85	
"	13.....	265 86	
"	14.....	666 75	
"	15.....	303 72	
"	16.....	324 82	
"	17.....	260 25	
"	18.....	483 25	
"	19.....	221 50	
"	20.....	303 86	
"	21.....	216 11	
"	22.....	249 48	
"	23.....	44 63	
"	24.....	80 05	
			\$8,312 18
Essex market.....		344 80	
Centre " .....		883 11	
Clinton " .....		532 43	
Carried forward .....		\$1,760 34	\$247,403 87

Brought forward.....	\$1,760 34	\$247,403 87
Union market.....	170 06	
Tompkins “.....	206 72	
Jefferson “.....	220 35	
Washington “.....	.744 33	
Fulton “.....	1,391 89	
Catherine “.....	240 02	
Gouverneur “.....	2 17	
		4,735 88
Firemen's Hall.....		82 75
Spring street bell-tower.....	22 82	
Marion street do.....	28 32	
Jefferson market do.....	22 32	
Post office do.....	61 75	
City Hall and do.....	1,030 03	
Thirty-third street, do.....	8 39	
		1,173 63
City Inspector's Department.....		45 79
Essex street Prison.....	547 86	
Jefferson market do.....	441 68	
City do.....	332 00	
		1,321 54
Police Head Quarters.....	901 50	
“ office, 1102 Broadway.....	25 55	
“ Court, City Hall.....	5 50	
		932 55
Chief Engineer's office.....		52 25
Corporation Attorney's do.....		8 25
Halls of Justice.....		1,303 75
New City Hall.....		322 25
Carried forward.....	\$257,382 51	

Brought forward.....	\$257,382 51
City Hall Park.....	67 75
House of Detention.....	201 83
Posting notices.....	7 60
Pay roll for lighting markets, &c.....	711 75
Carriages for Common Council.....	368 00
Advertising.....	37 98
Corporation Yard.....	6 57
Repairing all the public lamps.....	583 34
Gas lamps.....	<u>1,083 00</u>
	1,666 34
Corporation Counsel's office.....	8 25
Paint and painting lamp posts.....	634 54
Gas lamp posts.....	<u>4,455 39</u>
	5,089 93
Superintendent of Lamps and Gas' office.....	4 00
Ladders.....	14 00
Third District Police Court.....	4 12
Total.....	<u>\$265,570 53</u>

*Mem.*—Old lamp posts were sold, and amount deposited with the Chamberlain, Oct. 19th and 28th, '58, for \$240 49, as per "Cash Account" herewith.

*Printing.*

Street Commissioner's Department.....	\$2,537 66
Mayor's office.....	419 35
Bureau of Collector of Assessments.....	391 00
"    Street Improvements.....	85 60
"    Repairs and Supplies.....	201 25
"    Lamps and Gas.....	13 50
Public offices.....	297 00
First District Police Court.....	789 50
Second    "    "    .....	589 00
Third    "    "    .....	482 00
Fourth    "    "    .....	<u>1,065 75</u>
Carried forward.....	\$6,871 61

Brought forward.....	\$6,871 61
Police Court, City Hall.....	618 75
First District Civil Court.....	385 00
Third       "       ".....	723 00
Fourth       "       ".....	370 00
Fifth       "       ".....	465 25
Seventh       "       ".....	525 00
City Inspector.....	2,848 81
Advertising.....	243 80
Marine Court.....	12 00
Clerk of Common Council.....	18 50
Court of Special Sessions.....	138 25
Superintendent of Public Markets.....	500 25
Health officer.....	24 75
Corporation Attorney.....	1,090 00
Chief Engineer's office.....	493 30
Joint Committee on Accounts.....	293 00
Mayor's squad.....	9 70
Comptroller's Department.....	241 30
City Chamberlain.....	82 65
Clerk of Board of Councilmen.....	303 50
Marine Hospital.....	6 00
Fire Commissioners..	13 20
Inspector of Sidewalks.....	20 00
Police Head Quarters.....	136 00
Fire Wardens.....	32 90
Bureau of Arrears.....	5 00
Common Council.....	238 50
Receiver of Taxes.....	422 20
Collector of Washington market.....	9 00
Board of Aldermen.....	70 00
Bureau of City Hall and Park.....	35 00
Total.....	\$17,246 22

*Docks, Piers and Slips.*

Pay roll.....	\$3,447 28
Pier No. 2, East river.....	274 85
“ 61 “ .....	247 61
“ 55 “ .....	130 68
“ 6 “ .....	577 41
“ 4 “ .....	453 34
“ 31 “ .....	73 15
“ 23 “ .....	209 29
“ 26 “ .....	153 75
“ 29 “ .....	176 00
Pier foot of Twenty-eighth street, East river.....	335 08
“ One hundred and twentieth, “ ... ..	64 85
“ Roosevelt street, “ .....	60 47
“ Forty-ninth street, “ .....	50 81
“ Rivington street, “ .....	38 32
“ Twenty-third street, “ .....	347 78
“ No. 52, “ .....	106 29
“ 38, “ .....	42 98
“ 43, “ ....	9 00
“ foot of Twenty-ninth street, “ .....	6 06
“ Seventeenth street, “ .....	6 00
“ Twenty-sixth street, “ .....	234 49
“ One hundred & thirtieth “ .....	28 00
“ Grand street, “ .....	57 96
Bulkhead, Forty-ninth street, “ .....	227 91
Coenties slip.....	34 18
Pier No. 41, East river.....	120 00
“ 40, “ .....	106 00
“ 25, “ .....	6 25
“ foot of Beekman street, East river.....	26 49
“ No. 30, “ .....	114 27
Carried forward.....	\$4,319 21

Brought forward.....	\$4,319 21	\$3,447 28
Pier foot of Fifth street, East river..	108 00	
" No 32,	37 08	
" 3,	1 50	
" 15,	10 44	4,476 23
" 35, North river .	120 36	
" 43,	290 01	
" 47,	474 52	
" foot of Eighteenth street,	66 98	
" No 17,	20 79	
Bulkhead, Vestry street,	52 65	
Pier No. 14,	3 36	
" 34,	30 52	
" foot of Seventeenth st.	21 50	
" Twenty-sixth st	149 89	
" Harrison street	7 80	
" Franklin street	6 00	
Bulkhead bet. piers 22 and 23,	152 63	
Pier No. 51,	34 00	
" foot of Forty-seventh st.	80 00	
" Vesey street,	51 78	
" Watts street,	51 97	1,614 76
Posting notices.....	27 00	
Advertising .....	98 83	
Preliminary surveys.....	104 00	
Map of East river shore.....	115 25	
" North " .....	95 00	
Carriages for Common Council.....	487 00	
Dock builders's tools.....	58 07	
Posters and Proposals .....	124 28	
Contract, pier No. 41, East river.....	2,624 00	
" 40, " .....	2,927 00	
Excavating on north side Harrison street, North riv.	927 00	
Total.....	\$17,125 70	

*Filling Sunken Lots, under Ordinance of Common Council.*

Surveying.....	\$30 69
Inspecting .....	198 00
Collector of Assessments.....	2 66
Total.....	<u>\$231 35</u>

*Stationery.*

Superintendent of Roads and Avenues .....	\$80 19
Street Commissioner's Department.....	507 98
Superintendent of Repairs and Supplies.....	223 23
Public offices.....	1,603 18
City Inspector.....	928 45
Superintendent of Street Improvements.....	57 56
Superintendent of Lamps and Gas.....	55 33
Marine Court.....	32 25
Superintendent of Markets .....	154 99
Comptroller.....	136 95
Joint Committee on Accounts.....	135 75
Mayor's office .....	188 63
Clerk of Common Council .....	805 14
Inspector of sidewalks.....	44 50
Third District Civil Court.....	402 83
Fourth " " .....	18 25
Fifth " " .....	153 00
Sixth " " .....	19 75
Seventh " " .....	182 00
Mayor's squad.....	<u>775 83</u>
Collector of Assessments.....	88 35
Clerk of Board of Councilmen.....	21 15
First District Police Court.....	457 26
Second " " .....	246 00
Third " " .....	156 75
Third " " .....	171 24
Carried forward.....	<u>\$573 99 \$6,296 72</u>

Brought forward.....	\$573 99	\$6,296 72
Fourth Police Court.....	309 21	883 20
Public Administrator .....		48 81
Police Court, City Hall.....		425 74
Collector of City Revenue.....		30 25
Superior Court .....		51 56
City Chamberlain.....		19 25
Fire Commissioners .....		2 50
City Hall bell-tower.....		81
City Judge.....		83 25
Fire Marshal's office .....		54 48
Committee on Wharves, Piers, etc .....		85 25
Fire Warden's office .....		4 75
Committee on Streets.....		134 42
Committee on Fire Department .....		98 42
Corporation Counsel.....		312 00
Board of Aldermen .....		54 50
Receiver of Taxes.....		86 75
Police headquarters .....		138 13
Committee on Laws and Ordinances.....		50 25
"    Public Health.....		60 12
"    Finance and Police.....		83 75
Chief Engineer.....		96 87
Corporation Attorney's office.....		63 50
Committee on Public Building.....		33 12
Clerk of Board of Aldermen.....		24 50
Inspector of Vessels.....		15 25
Lands and Places.....		7 00
Deputy Commissioner of Assessments.....		62 00
Total .....		<u>\$9,307 15</u>



*Supplies to Public Offices.*

Street Commissioner .....	\$366 65
Jefferson market tower.....	11 75
Spring street tower .....	7 50
Repairs and Supplies.....	65 00
City Inspector.....	66 00
Public offices.....	487 54
Precinct No. 1.....	42 25
“ 2.....	95 60
“ 4.....	14 65
“ 5.....	26 00
“ 6.....	13 30
“ 7.....	32 00
“ 8.....	7 50
“ 9.....	125 62
“ 10.....	18 00
“ 11.....	8 00
“ 12.....	1 00
“ 13.....	3 00
“ 14.....	19 00
“ 15.....	5 00
“ 16.....	25 00
“ 18.....	4 00
“ 19.....	16 25
“ 20.....	11 50
“ 21.....	3 00
“ 22.....	17 05
“ 23.....	206 27
“ 25.....	16 50
	<hr/>
	710 49
Police Department.....	449 84
Collector of Assessments .....	54 15
Carried forward.....	<hr/>
	\$2,218 92

Brought forward.....	\$2,218 92	
Clerk of Common Council.....	72 24	
Mayor's office.....	3 75	
Lamps and gas.....	8 50	
County Clerk's office.....	4 50	
First District Civil Court.....	127 00	
Third " ".....	18 00	
Fourth " ".....	3 50	
Seventh " ".....	47 50	
	<hr/>	196 00
Fourth District Police Court.....	266 50	
Police Court, City Hall.....	287 00	
	<hr/>	553 50
Excise Commissioners.....	3 00	
Superintendent of Markets.....	2 50	
Comptroller.....	3 50	
Chamber of Board of Aldermen.....	17 00	
Cartages.....	31 19	
Library room.....	3 75	
	<hr/>	
Total.....	\$3,118 35	

*Police.*

Precinct No. 6.....	731 23	
" 21.....	16 00	
" 23.....	10 75	
" 24.....	208 19	
	<hr/>	966 17
Carriages, Common Council.....	10 00	
	<hr/>	
Total.....	\$976 17	

*Removing Obstructions in Streets and Harbor.*

Petty expenditures.....	190 50
Posting notices.....	1 50
Advertising.....	3 65
Removing old bridge piers, Harlem river, 114th street.....	4,050 00
Total.....	<u>\$4,245 65</u>

*Roads and Avenues.*

Work on 2d avenue, bet. 49th and 53d sts..	35 00
“ 3d avenue.....	6,547 68
“ 6th and 8th avenues.....	356 25
“ 10th avenue.....	12 62
	<u>6,951 55</u>
“ Kingsbridge Road.....	651 13
“ Bloomingdale do.....	9,273 46
“ Kingsbridge and Fort Washington Road...	954 55
“ McComb's Dam Road.....	984 19
“ Manhattan street.....	105 00
“ Manhattanville Road.....	70 50
“ Fort Washington do.....	128 96
“ Kingsbridge and 10th avenue.....	312 00
“ Bloomindale road and 3d avenue.....	460 99
Cartages.....	15 00
Tools.....	603 43
Carriages, Common Council.....	30 00
Total.....	<u>\$20,540 76</u>

*Markets.*

Hose, lime, &c.....	184 10
Carriages, Common Council.....	210 00
Total.....	<u>\$394 10</u>

*Tompkins Market.*

Preliminary survey .....	50 00
Theodore Hunt, for contract on building .....	25,000 00
Wm. Field & Son, Architects .....	500 00
Total .....	<u>\$25,550 00</u>

*Iron Railing around Tompkins square.*

Posting notices .....	1 50
Advertising .....	2 50
Marcus Eidlitz, on contract for railing .....	1,750 00
Surveyor .....	121 77
Inspector .....	66 00
Total .....	<u>1,941 77</u>

*City Inspector's Department.*

Lime .....	400 00
Watering pots .....	58 10
Total .....	<u>\$458 10</u>

*Street Expenses and Paving.*

Signs for streets and avenues .....	96 75
Surveying .....	304 80
Monument stone .....	6 00
Total .....	<u>\$407 55</u>

*Roads, Macadamizing Second avenue, above Sixty-first street.*

Advertising .....	4 66
Posting notices .....	3 00
Printing proposals and posters .....	31 16
Pay roll of laborers .....	141 61
Total .....	<u>\$180 43</u>

Charges on Arrears of Assessments—Examining assessment lists, ledgers, &c.....	\$1,644 75
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*Election Expenses.*

Printing and coloring maps of districts.....	276 00
Posting notices.....	387 50
Printing notices.....	365 75
Posting posters.....	387 50
Total....	<u>\$1,416 75</u>

*Belgian Pavement.*

Contractors.....	10,361 40
Surveyor.....	348 25
Fees of Collector of Assessments.....	295 85
Total.....	<u>\$11,005 50</u>

*Belgian Pavement—Trust Account.*

Contractors.....	17,012 70
Surveyors.....	847 15
Total.....	<u>\$17,859 85</u>

*Roads and Avenues—Grading 8th avenue, from 59th to 116th street.*

Surveyor, for profiles.....	<u>\$200 00</u>
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*Fencing Vacant Lots.*

Fees of Collector of Assessments.....	<u>8 56</u>
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*Worth Monument.*

Contractor.....	5,500 00
Posting notices...	1 50
Total.....	<u>5,501 50</u>
Mayor's Contingencies—Carriages, &c.....	<u>181 00</u>
Board of Health, do. ....	<u>15 00</u>
Streets Opening—Collector's Fees and posting notices	<u>51 60</u>

*Arrearages of 1857.*

Carriages, Common Council.....	39 00
Watch lines for Chief Engineer.....	281 25
City Inspector.....	130 83
Coronor.....	96
City Judge.....	2 50
Precinct No. 1.....	1 50
“ 3.....	49 82
“ 6.....	34 83
“ 14.....	2 50
“ 18.....	61 04
“ 20.....	77 15
	<u>226 84</u>
Commissioner of Jurors.....	4 50
Clerk of Common Council.....	142 15
Halls of Justice.....	9 62
First District Civil Court.....	90 25
Third “ “.....	79 70
Fourth “ “.....	74 75
Fifth “ “.....	231 12
Sixth “ “.....	225 00
	<u>700 82</u>
Carried forward.....	\$1,538 47

Brought forward.....	\$1,538 47	
First District Police Court.....	110 00	
Second " ".....	362 84	
Police Court City Hall.....	173 50	
		646 34
Clerk of Board of Councilmen.....		324 45
Clerk of Common Pleas.....		1 00
Naturalization office.....		1 00
Repairs and Supplies.....		96 25
Street Commissioner's Department.....		33 00
Fire Marshal's office.....		72 25
Comptroller's Department.....		63 25
Police Head Quarters.....		7 50
City Hall bell-tower.....		25
Chief Engineer.....		18 80
City Chamberlain.....		4 10
Mayor's Squad.....		50
Mayor's office.....		49 00
Deputy Commissioner of Taxes and Assessments...		14 25
Public offices.....		697 25
Corporation Attorney's office.....		46 50
Committee on Roads and Avenues.....		59 62
Committee on Aqueduct and Railroads.....		41 37
Committee on Markets and do. ....		44 87
Superintendent of Markets.....		64 50
Keeper of City Hall and Park.....		54 00
Clerk of Board of Aldermen.....		231 25
Lands and Places.....		56 75
Joint Committee on Accounts.....		104 50
Receiver of Taxes.....		40 00
Total.....		<u>\$4,311 52</u>

## Charges on Arrears of Taxes:

Stationery.....	<u>\$90 00</u>
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## Steam Fire Engines:

Contractor.....	<u>\$7,500 00</u>
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## Roads—11th avenue, working as a Country Road:

Posting Notices and Advertising. ....	<u>\$2 50</u>
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## Sewers:

Collector's Fees.....	<u>\$1,349 98</u>
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## Central Park:

Collector's Fees.....	<u>\$1,804 06</u>
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## Interest on Assessments Confirmed:

Collector's Fees on Interest.....	<u>\$377 81</u>
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Total amount paid by the Comptroller on  
requisitions drawn on him from April 20th  
to December 31st, 1858—both inclusive—  
on the appropriations named, from page  
21 to 54, both inclusive.....

<u>\$584,866 16</u>
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*The Collectors of Assessments have been charged, from May 18th to December 31st, 1858, with the following assessment lists, delivered them for collection, viz:*

HENRY M. SCHIEFFELIN:

1858.

May 18..Sewer 43d st. from 10th av. to 80 ft west	
of 9th av....Confirmed March 8, '58..	\$8,023 24
..Do. do. between 10th and 11th	
avenues ....Confirmed April 16, '58.	3,982 94
..Do. Dutch street, from Fulton to John	
street.....Confirmed March 24, '58..	805 07
..Do. Hudson st., from Barrow to Grove	
street.....Confirmed May 6, '58..	859 00
..Regulating, &c., 45th st., from 2d av. to	
East river...Confirmed April 16, '58..	5,730 26
..Filling lots 30th and 31st sts., bet. 10th	
and 11th avs.....Do. do. do..	2,210 16
..Paving 1st av., between 34th and 37th	
streets.....Do. do. do..	3,170 53
June 17..Sewer 49th street, from sewer in 2d av.	
to 90 feet east of 3d av....Confirmed	
June 9, '58 .....	4,864 61
..Do. 50th street, from sewer in 3d ave-	
nue to 20 feet east of Lexington ave-	
nue.....Do. do. do..	3,293 72
..Do. 37th street, between Fourth and	
Lexington avs...Do. do. do..	2,241 64
..Do. Bowery, between Madison and	
James sts....Confirmed June 14, '58..	1,182 72
Total.....	<u>\$36,363 89</u>

## DANIEL E. DELAVAN:

1858:

June 24..Regulating Mott st., between Canal and Hester sts...Confirmed July 28, '57..	\$510 34
June 29..Sewer 49th st., bet. Lexington and Fifth avenues.....Do. June 21, '58..	12,291 61
July 12..Regulating, &c., 7th av., from 51st to 59th street.....Do. do. do..	11,653 90
July 13..Regulating and paving with block or Bel- gian pavement Canal street, between Centre st. and East Broadway....Con- firmed June 21, '58.....	29,785 18
Aug. 5..Sewer 42d st., from 8th av. to near 6th avenue .....	\$10 639 79
Add, for error in addition of Tax Commissioners .....	4 00
Confirmed July 29, '58, ————	10,643 79
..Do. 13th st., from University place to Broadway, and through Broadway to near 12th street...Do. do do..	3,591 74
Sept. 15..Do. Desbrosses st., from Hudson river to 60 feet west of Hudson st....Do. Sept. 13, '58.....	4,409 28
Sept. 23..Paving with Belgian pavement Lexing- ton avenue, from 34th to 42d street .....	\$22,677 13
Add, for error in addition of Tax Commissioners ... .	1 00
Confirmed Sept. 18, '58, ————	22,678 13
Oct. 19..Sewer 47th street, between 7th and 5th avenues....Confirmed Oct. 11, '58...	10,188 12
..Do. Front street, from Maiden Lane to Wall street.....Do. do. do..	2,460 27
Carried forward.....	\$108,212 36

	Brought forward.....	108,212 36
Oct. 19..	Sewer Wooster st., from Houston st. to 75 ft. of Bleecker st..Confirmed Oct. 11,'58,	1,267 11
..Do.	Sheriff st, from sewer in Houston st., 200 feet towards Stanton st..Do. October 11, '58.....	971 29
..Basin and culvert, Attorney and Houston sts., at south-east corner..Do. October 11, '58.....		191 16
..Fencing, &c., Nos. 77, 79 and 81 Canal street, between Elizabeth and Allen street .....	Do. October 14, '58..	106 32
Nov. 24..	Pave, and curb and gutter, &c., 46th st., from 6th to 8th av..Do. June 9, '58 ..	2,249 61
..Sewer 16th st., 75 feet west of 7th av. to and through 9th av. to 15th st....Do. October 27, '58 .....		7,077 22
Nov. 25..	Do. Spring street, from sewer in Green- wich street, to near westerly line of Macdougall street....Do. Nov. 11, '58,	5,949 60
..Do.	Avenue A, between 1st and 2d streets.....Do. Nov. 12, '58....	856 00
..Do.	Cherry street, from Gouverneur st. to No. 405....Do. do. do....	1,835 60
..Do.	Third avenue, between 27th and 28th streets ...Do. do. do....	1,001 25
..Receiving basin and culvert at north- east corner of Clarkson and Greenwich streets.....Do. do. do....		208 22
Dec. 4...	Regulating, grading & paving, square foot of Jackson street....Do. Nov. 27, '58.	1,557 29
..Regulating Sixtieth st., between Second and Fifth ave's....Do. do. do..		25,171 24
	Carried forward.....	\$156,654 27

Brought forward.....	\$156,634	27
Dec. 4 ..Sewer in Marion street, from Broome to 80 feet south of Prince street .... Con- firmed Nov. 24, '58 .....	3,947	11
..Receiving basin and culvert, Broadway and Houston street, at north-east corner. ....Do. do. do.	172	91
..Sewer Allen street, from Hester to a point 200 ft. north....Do. do. do...	840	54
..Sewer in Fifth avenue, between 10th and 11th streets.....Do. do. do...	746	55
..Paving, with square blocks, Third ave., from Forty-fourth to Fifty-sixth streets, .... Do. Nov. 26, '58.	30,272	29
Dec. 31..Receiving basin and culvert, Minetta st., on S.W. cor. of Minetta st. and Minetta lane Do. Dec. 18, '58..	174	16
Total.....	<u>\$192,807</u>	<u>83</u>

A large roll—containing a number of Assessment Lists, and amounting, in the aggregate, to \$194,447 55, was found, in April last, (1858) in the Street Commissioner's office, and supposed to have been those delivered on 9th February, 1858, by Joseph R. Taylor, then Collector of Assessments, to D. D. Conover, Esq., then acting Commissioner, for delivery, by him, to the Bureau of Arrears, for collection. As no communication was discovered from Mr. Taylor to Mr. Conover, accompanying and describing the date of confirmation, separate and aggregate amounts, etc., of these lists, directions were given to the first book-keeper to make as critical an examination of them as circumstances permitted, and deliver to the Bureau of Arrears, three (3) detailed statements of all those that they considered sufficiently complete to be accepted, and after thorough investigations were made by the

Clerk of Arrears, and his receipt was obtained to two (2) of said statements, one of them, amounting in the aggregate, to \$133,044 85, and dated May 27th, 1858, was transmitted to the Comptroller by letter, and the "Bureau of Arrears" charged, and "Joseph R. Taylor, Collector of Assessments," credited with the same..... \$133,044 85

Two lists—amounting to \$61,402 70, were not complete, and the Bureau of Arrears declined to receive them. Their separate amounts, deficiencies, etc., are as follows:

Eighty-third street—curb and gutter and flagging, between Avenue A and Third avenue, confirmed August 9th, 1856 .....	\$25,008 57
First avenue—opening, confirmed Aug 1st, 1856 .	36,394 13
Total.....	<u>\$61,402 70</u>

The deficiencies are as follows

Eighty-third street—I cannot ascertain that the assessment list was ever delivered to Mr. Conover, and has not been to me. The affidavit of Ira A. Libby, Deputy Collector, of the service of notice, etc., is also wanting.

First avenue—Opening—Forty-second street to Harlem river. The affidavit of Walter Oakley, Deputy Collector, was wanting, and has not, to this date, been delivered. I have deemed it proper to send this list to the present Collector (Daniel E. Delavan) with directions to make the demands and collections as rapidly as possible, and return all unpaid amounts to me, for delivery to the Bureau of Arrears, together with the requisite affidavit of notices of service, etc.

Another roll—containing a number of Assessment Lists, amounting in the aggregate, to \$121,905 92, was found in May last (1858) in the Street Commissioner's office, and are supposed to have been sent or delivered there some time in the month of

April last, (1858) by Joseph R. Taylor, then Collector of Assessments, and while said office was in possession of D. D. Conover, Esq., Acting Street Commissioner, and to be delivered by said Conover to the Bureau of Arrears for collection.

No communication from Mr. Taylor to Mr. Conover, being found, covering and describing these lists, the first book-keeper was directed to make as thorough an examination of them as circumstances permitted, and to deliver to the Bureau of Arrears, three (3) detailed statements of those accepted by them. After investigations by the Clerk of Arrears, and obtaining his receipt on two (2) of said statements, one of which, amounting in the aggregate, to \$95,144 92, and dated July 7th, 1858, was transmitted to the Comptroller, with letter of that date, and the "Bureau of Arrears" charged, and "Joseph R. Taylor, Collector of Assessments," credited with the same..... \$95,144 92

Two lists—amounting to \$26,761—were incomplete, and the Bureau of Arrears declined receiving them. Their separate amounts, deficiencies, etc., are as follows:

Paving—Park place—between Church st. and College Place. Confirmed February 20, 1857.....	\$1,326 13
Regulating Forty-second str't, from Tenth to Twelfth avenues. Confirmed February 21st, 1857 .....	25,434 87
	<u>\$26,761 00</u>

The deficiencies are as follows :

Park place—The "Assessment Roll" has gone back to the Assessors for correction.

Forty-second street—The "Assessment Roll" cannot be found.

The Collectors of Assessments have been credited, from April 22d to December 28th, 1858, with payments made by them to the Chamberlain, as follows :

	INTEREST.	ASSESSM'T.	
Joseph R. Taylor, April 22d and 29th, 1858..	143 49	8,021 50	
Henry M. Schieffelin, from May 25th to June 22d, 1858.....	2,308 24	25,162 48	
Daniel E. Delavan, from June 29th to December 28th, 1858.....	19,120 82	187,871 73	
	\$21,572 55	\$221,055 71	
Interest, as stated above.....		21,572 55	

# CASH RECEIVED AND PAID AS FOLLOWS :

1858.

Sept. 4.. Received from J. B. Corlies, Superintendent of Repairs and Supplies, for old copper, etc , from roof of City Hall, after fire of August 17, 1858, sold to the following persons, viz :

4,591 lbs. old copper to Jaa. Lynch, at 17c..	\$750 47
7,208 lbs. iron to James M. Frost, at 1c.....	72 08
212 lbs. brass to Admiral Nelson, at 12c...	25 44
747 lbs. lead to do. at 5c...	37 35

\$915 34

Less, bill of weighing..... 15 30 \$900 04

Oct. 19.. Received from Wm. Gayto, Superintendent of Lamps and Gas, for old lamp posts :

633 old lamp posts sold, at Corporation sale, to Nicholas Seagrist, at 38½c.....	\$261 25
Less, commission, advertising, etc ..	26 12

\$235 13

Oct. 26.. 14 old lamp posts to Mr. Brady, at private sale, at 38½c..... 5 36 \$240 49 \$1,140 53

Sept. 8.. Deposited with the Chamberlain, and his receipt transmitted this day to A. C. Flagg, Esq., Comptroller.. \$900 04

Oct. 19.. Do do do do ..	235 13
" 28 . Do do do do ..	5 36 \$1,140 53

## RECAPITULATION.

Amount paid by Joseph R. Taylor, Henry M. Schieffelin and Daniel E. Delavan, Collectors of Assessments, to A. V. Stout, Chamberlain, as per his receipts, from April 22d to Dec. 28th, 1858.....				\$242,628 26
Assessment Lists received of Jos. R. Taylor, Collector, for Bureau of Arrears. \$133,044 85				
Do.	do.	do.	..	95,144 92
				<u>228,189 77</u>
Do.	do.	but deficient..	61,402 70	
Do.	do.	do.	..	26,761 00
				<u>88,163 70</u>
Cash received for sale of old copper, &c., from roof of City Hall....				900 04
Do.	do.	of old lamp posts.....	240 49	
				<u>1,140 53</u>
Amount paid by the Comptroller, on requisitions of the Street Commissioner.....				584,866 16
				<u>\$1,144,988 42</u>
Amount charged Fire Department, Lands and Places, &c., from page 21 to page 54 inclusive.....				\$594,866 16
Assessment Lists delivered Henry M. Schieffelin, Collector, 36,363 89				
Do.	do.	Dan'l E. Delavan, do.	192,807 83	
				<u>229,171 72</u>
Delivered Bureau of Arrears, sundry assessments for collection... 133,044 85				
Do.	do.	do.	..	95,144 92
				<u>228,189 77</u>
Deficient Returns of Jos. R. Taylor, Collector of Assessments—on hand.....				88,163 70
Cash paid A. V. Stout, Chamberlain, for sale of old copper, &c., and his receipt, transmitted to A. C. Flagg, Esq., Compt.....				900 04
Cash paid A. V. Stout, Chamberlain, for sale of old lamp posts—and his receipt, transmitted to A. C. Flagg, Esq., Comptroller..				240 49
				<u>1,140 53</u>
*Balance—being amount paid by the Collectors of Assessments to the Chamberlain, more than has been charged them—or the difference between \$242,628 26, paid by them to the Chamberlain—and 229,171 72, delivered said Collectors.....				13,456 54
				<u>\$1,144,988 42</u>

\* The Assessment Lists delivered to the Collectors of Assessments, and the payments made by them to the Chamberlain—as stated in the foregoing account



—are correct transcripts from the General Ledger and Journal Nos. 1, opened since 19th April last—kept by double entry—and singular as it may appear, are the only books, of that description, ever kept in this department, prior to that date; but they do not exhibit the true position of the accounts of said Collectors, in consequence of the impossibility of obtaining, in time for this report, correct or reliable statements, in detail, of the amounts properly chargeable to Jos. R. Taylor, when he entered upon his duties—the amounts delivered to him—those collected by him and not paid over to the Chamberlain—the amounts unpaid when Mr. Schieffelin was placed in possession of the office and its effects, and to be charged to said Schieffelin and credited said Taylor. Experienced accountants have been and are diligently engaged in examining Messrs. Edwards & Taylor's accounts and will soon be prepared to report to me the result of their investigations—when the entries, against and in favor of Mr. Taylor, as above alluded to, are made, the correct position of his account will appear—that point established, I am confident, from the satisfactory manner in which the accounts were kept during the administration of Mr. Schieffelin and his associates, and improved upon, very materially, by Mr. Delavan and those connected with him, that I shall be able to present, in my Quarterly Report to April 1st next, to your Honorably Body, a full and reliable statement of matters relating to this very important Bureau.

## APPENDIX B.

## CONTRACTS MADE SINCE MAY 1ST, 1858.

*Wharves.*

Excavating both sides of pier foot of One hundred and thirtieth street, Harlem river. Amount of bid, \$766 80.

Nothing paid.

Agreement with William B. Astor, who agrees to pay one half of expense of repairing pier foot of Thirteenth street, North river.

Agreement with J. P. Martin, who agrees to pay one half of expense of repairing pier No. 52, East river.

Repairing and extending pier at One hundred and thirtieth street, Harlem river. Amount of contract, \$1,016, and twenty-five cents per cubic foot for ranging timbers replaced.

Nothing paid.

Repairing pier foot of Fifth street, East river. Amount of contract, \$2,500.

Nothing paid.

Extending pier No. 51, foot of Christopher street, North river. Amount of contract, \$8,216.

Nothing paid.

Repairing pier No. 51, foot of Christopher street, North river. Amount of contract, \$3,789.

Nothing paid.

Repairs to pier foot of Forty-seventh street, North river. Amount of contract, \$3,616 16.

Nothing paid.

Repairs to pier No. 40, East river. Amount of contract, \$2,927.

All paid.

Repairs to pier No. 41, East river. Amount of contract, \$2,624.

All paid.

Excavating slip foot of Harrison street, North river. Amount of contract, \$897, (bid ten cents per cubic yard.)

Paid.

*Cases in which award of contract has been submitted to the Common Council, and not confirmed by them.*

For repairing block in pier foot of Forty-seventh street, North river. Award of contract to Jacob Sharp, for \$1,196 16.

For Repairing pier No. 52, west side of Gouverneur slip, East river. Contract awarded to Richard C. Weldon, for \$2,000. In this case the award of contract was confirmed December 27th, 1858; but no appropriation was made for the expense, and was sent back for correction.

For repairing pier foot of Thirteenth street, North river. Contract awarded to Jacob Sharp, for \$2,616. In this case the award of contract was confirmed by the Common Council, December, 24th, 1858; but the contractor has not yet executed his contract.

For repairing pier No. 35, foot of Franklin street, North river. Contract awarded to Jacob Sharp, for \$2,800.

For repairing pier at One hundred and thirty-first street, Manhattanville. Contract awarded to Moody Cummings, for \$820.

For excavating piers Nos. 13 and 14, North river.  
Contract awarded to James Hart, for \$18213.

*Repairs and Supplies.*

For repairs and alterations to No. 34 Mangin street,  
for the use of hose company No. 13. Amount of contract, \$666.

Nothing paid.

For altering building No. 18 Burling slip, for hose  
company No. 53. Amount of contract, \$1,549.

Nothing paid.

For erecting new look-out to McDougal street bell-  
tower. Amount of contract, \$725.

Nothing paid.

For building house No. 284 West Thirty-sixth street,  
for engine company No. 15. Amount of contract,  
\$4,275.

For erecting railing around Tompkins' Square. Amount  
of contract, \$28,000.

Paid, \$1,750.

For repairing and altering No. 39 Liberty street, for  
hose company No. 8. Amount of contract, \$2,142.

Nothing paid.

For look-out to Jefferson market bell-tower. Amount  
of contract, \$2,810.

Paid in full.

For alterations to 6th Judicial District Court rooms.  
Amount of contract, \$1,080.

Paid in full.

For five hundred loads of pine wood. Amount of contract, \$1,160.

Nothing paid.

*Cases in which award of Contract has been submitted to the Common Council, and not confirmed by them.*

For erecting iron railing around Worth Monument. Contract awarded to John B. Cornell, W. W. Cornell and Birdsall Cornell, at \$5,179.

Repairs to house of hose company 48, at Eighty-fifth street and third avenue. Contract awarded to Lewis Carpenter and Charles Vandervoort, at \$156.

For furnishing coal for the city of New York. Contract awarded to James Donnelly, at per ton, \$3 95.

The contract for the erection of Tompkins Market, with Theodore Hunt, concluded Dec. 31, 1856, and April 15, 1857, is still outstanding.

The amount of the contract is \$155,371. On this contract has been paid \$55,000.

A resolution has been passed by the Common Council directing the Street Commissioner to omit several items of work specified in the original contract, amounting to \$13,184, and that the contractor be paid \$4,550 for extra work already done, and that the Street Commissioner advertise for proposals for the work necessary to complete the building.

*Lamps and Gas.*

For three thousand gas lamps. Amount of contract, \$1 95 per lamp, \$5,850.

Paid, \$1,053.

For lighting all the oil lamps of the city. Amount of contract, per lamp, \$8 90.

Nothing paid.

Repairing and reglazing public lamps of the city for one year. Amount of contract, \$2,300.

Paid, \$383 34.

For lighting with gas, district above Seventy-ninth street, for one year. Amount of contract for lighting each lamp per year, \$28 80; for fitting up each lamp post, \$9 35.

This contract was executed July 9th, 1858, and expired November 6th, 1858. Amount paid under the contract, seventeen thousand one hundred and eighty-two dollars and seventy-six cents (\$17,182 76), on requisitions of the Street Commissioner, during 1858.

For fifteen hundred cast iron lamp posts. Amount of contract,  $1\frac{3}{4}$  cents per pound, \$8,789 06.

Paid, \$4,430 95.

*Cases in which award of contract has been submitted to Common Council, and not confirmed by them.*

For fifteen hundred gas lamp irons. Contract awarded to Balthazar Lang at  $80\frac{9}{100}$  cents each.

Contract with Manhattan Gas Light Company, dated May 5th, 1848, to light district between Grand, Sullivan and Canal streets, and Forty-second street, until May 5th, 1868, at \$15 per lamp per year, of two thousand three hundred hours, and at same rate for additional hours, and at \$5 per lamp for fitting up, is still outstanding. A resolution was passed by the Common Council on Dec. 31st, 1853, increasing the number of hours to up

wards of three thousand eight hundred hours, and a resolution was adopted on February 17th, 1853, authorizing the Manhattan Gas Company to extend their pipes northward of Seventy-ninth street. There have been paid, on requisition of Street Department, during 1858, to this company, \$155,232 99.

Contract with New York Gas Company expired on May 12th, 1853. Subsequently a contract was entered into by Henry Arcularius, Jr., Commissioner of Streets and Lamps, with this company, on the 10th day of Jan., 1854, at the rate of \$15 47 $\frac{2}{5}$  cts. per lamp per year, of two thousand three hundred hours, and \$5 per lamp for fitting up, with a covenant that the company be paid at the same rate for any additional number of hours. This contract was for one year, and expired January 10th, 1855, and has not been renewed. This company has been paid during 1858, on requisitions of the Street Department, \$62,805 10.

*Chief Engineer of the Fire Department.*

For two fire alarm bells. Amount of contract, thirty-cents per pound for new metal, and allow twenty-two cents per pound for old metal, \$1,472.

Nothing paid.

For twenty-five thousand feet of three inch leather hose. Amount of contract, seventy cents per foot, \$17,500.

Nothing paid.

For two steam fire engines. Amount of contract, \$15,000.

Paid, \$7,500.

For building new engine for company 9. Amount o

contract, new engine, \$1,150, and allow for old engine \$350.

Nothing paid.

*In the following cases the award of contract has been confirmed by the Common Council, but no contracts have been entered into, in consequence of the exhaustion of the appropriation made for the Fire Department for 1858.*

For building carriage for hose company 38. Amount of bid, \$315. Contract awarded to Joseph Pine.

For building engine for company 10. Amount of bid, \$1,175. Contract awarded to Abraham Van Ness and James M. Bond.

#### *Roads.*

For macadamizing Second avenue, from Sixty-first street to One hundred and twenty-third street. Amount of bid, eighty-eight cents per superficial yard, \$34,846 32.

Nothing paid.

#### *Street Improvements.*

To regulate, grade, curb, and gutter and flag Fifth-avenue, from Sixty-first to Eighty-sixth streets. Amount of bid, \$80,205 88.

Nothing paid.

To flag Forty-sixth street, four feet wide, where not already done, between Tenth and Eleventh avenues. Amount of bid, \$368 80.

Nothing paid.

To regulate and grade Lexington avenue, from Fifty-seventh street to Hamilton square. Amount of bid, \$13,515.

Nothing paid.



To regulate and grade Tenth avenue, from Fifty-fourth street to Broadway. Amount of bid, \$39,977 33.

Nothing paid.

To regulate and grade Eighty-fourth street, from Eighth avenue to Broadway. Amount of bid, \$18,803 33.

Nothing paid.

To set curb and gutter in Fifty-second street, from Tenth to Eleventh avenue. Amount of bid, \$734.

Nothing paid.

To flag One hundred and twenty-seventh street, between Fifth and Sixth avenues. Amount of bid, \$715 50.

Nothing paid.

To remove old bridge piers in Harlem river. Amount of contract, \$3,900.

Paid in full.

To reset, curb and gutter and reflag Forty-third street, from Eleventh avenue to Hudson river. Amount of contract, \$588 91. Paid in full.

To flag four feet and set curb and gutter in Second avenue, from Seventy-seventh to Eighty-sixth street. Amount of bid, \$4,669.

Nothing paid.

*Cases in which award of contract has been submitted to the Common Council, and not confirmed by them:*

To repair sidewalks from No. 72 University place, to corner of Twelfth street, in front of No. 32 West Thirteenth street; in front of No. 55 University place; in front of No. 184 Varick street; and the north-east corner of Varick street. Contract awarded to John Donnell, at \$490 54.

To flag, reflag, reset, curb and gutter in Greenwich avenue, east side, between Eleventh and Twelfth streets; Seventh avenue, west side, between Eleventh and Twelfth streets; Hammond street, south side, between Waverly place and Greenwich avenue. Contract awarded to Alexander Shaler, at \$610 12.

This award was confirmed on Dec. 27th, 1858, but no appropriation having been made for the expense, the same was sent back for correction.

To flag, set and reset, curb and gutter on north side of Thirty-ninth street, from Lexington to Fifth avenue. Contract awarded to John H. McCabe, at \$505 50.

The award in this case was confirmed Dec. 30th, 1858, but no appropriation having been made for the expense of the work, it has been sent back for correction.

To flag Seventeenth street, between Eighth and Ninth avenues, where not flagged. Award of contract made to John Bowen, at \$605 10.

The award in this case was confirmed on Dec. 30th, 1858, but no appropriation having been made for the expense of the same, it has been sent back for correction.

To flag Thirtieth street, between Sixth and Seventh avenues. Contract awarded to Alexander Shaler, at \$506 98.

The award of contract in this case was confirmed Dec. 30th, 1858, but no appropriation having been made for the expense of the work, it has been sent back for correction.

To fill in sunken lots between Forty-second and Forty-

third streets, and Tenth and Twelfth avenues. Contract awarded to John L. Appleby, at \$1,348.

In the case of flagging and setting curb and gutter in Forty-eighth street, between Broadway and Eighth avenue, award of contract was made to John Donnell, at \$764 37, which was confirmed Dec. 30th, 1858, but it has been impossible to find either Mr. Donnell or his sureties to serve them with the notice to execute the contract. Mr. Donnell, it is said, has gone to Charleston, South Carolina.

The award of contract for regulating and setting curb and gutter in Eighty-ninth street, between Fourth and Fifth avenues, made by John McGrane, for \$768, was withdrawn by the Street Department, on account of the ordinances authorizing the work having been passed in different years by the two Boards of the Common Council.

(Signed) C. W. LAWRENCE,  
*Contract Clerk.*

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#### APPENDIX C.

(COPY.)

STREET COMMISSIONER'S OFFICE,  
New York, May 29th, 1858.

Messrs. A. C. FLAGG and T. R. DE FOREST,  
*Committee on Accounts.*

GENTLEMEN:—I beg to submit for your consideration the enclosed communication from the Deputy Street Com-

missioner, addressed to myself in reference to a proposed system of accounts, &c.

Knowing that Capt. G. W. Smith had been in charge of several important works under the Treasury Department during the time that Mr. Guthrie was Secretary of the Treasury; and being satisfied that the system adopted by Mr. Guthrie for the government of the Bureau of Construction under his department, was as good as could well be devised, I requested Capt. Smith to prepare a written report upon the subject, with the intention of laying it before you. He authorizes me to say that he is ready to give any further information in regard to the subject, that he is possessed of whenever called upon to do so.

Respectfully submitted,

EDWARD COOPER,

*Street Commissioner.*

(COPY.)

STREET COMMISSIONER'S OFFICE,

New York, May 29th, 1858.

EDWARD COOPER, Esq., *Street Commissioner.*

SIR:—In compliance with your request expressed early in the present month, I gave some attention to "a system of accounts, vouchers, &c., for this department," and have now to make the annexed-statement.

Having prepared a rough memorandum embracing general views of the subject, with your consent, I had a conference with the Comptroller on the 14th instant; read to him the memorandum, and explained verbally the different points not fully discussed in writing.

The memorandum was as follows, viz:

"Mem. System of accounts, &c., May 14th, 1858.

"1st. The question must be settled. Who is to make payments?

"Amended charter of 1857, § 22. 'The Department of Finance shall prescribe the forms of keeping and rendering the city accounts:' \* \* \* 'All money drawn from the city treasury shall be upon vouchers for the expenditure thereof, examined and allowed by the auditor, and approved by the Comptroller, and filed in his office.'"

I took the ground that it was altogether the safer and better plan "to have payments made by some one entirely separate from, and independent of, the department under whose direction and authority the expenditure has been incurred;" and stated that, in the Bureau of Construction under the Treasury Department of the United States—one of the most recent, and perhaps, the best regulated of all the Government Bureaux—no superintendent in charge of public works, who purchased materials, employed laborers and made contracts, had anything to do with the public money. All payments under the bureau referred to, are made by disbursing agents, specially appointed for the purpose, and by his checks on the nearest United States sub-treasurer. The disbursing agent can only pay on explicit vouchers, properly certified in due form, by the superintendent in charge of the work. The papers and accounts, vouchers, &c., are made out in triplicate by the superintendent and forwarded under cover, with letter of transmittal, to the disbursing agent. The party to whom the amount is due, on signing the triplicate receipts, receives from the disbursing agent a check for the money.

One of these triplicate receipts is forwarded to the Treasury Department at Washington; one is sent to the superintendent under whose charge the work has been done; and the third is retained by the disbursing agent. Blank forms were shown to the Comptroller.

He was understood as approving the proposed system; and in answer to the first question, "Who is to make payments?" he was decided in his own mind, that it ought and should be done by the Department of Finance; and I so informed you on that day, *i. e.*, May 14th, 1858.

On the 26th instant, you told me that the Comptroller declined to make payments to laborers employed in this department, unless by handing the warrants to the foreman or person by whom the laborers were employed. This was considered far worse than sending the warrants to this office, to be paid out under the direction of some one specially charged by you, with the duty of making payments and taking receipts.

I at once directed the printer to suspend work on the blank forms. Learning the next day that the subject had come up before a meeting of the heads of departments, at the Mayor's office; and that it had been referred to a committee of which you are a member, I have prepared this statement and the accompanying blank forms, which are all respectfully submitted for your consideration, and such use as may in your judgment be expedient.

In the short time that I have been connected with one of the executive departments of this city, I have become thoroughly impressed with the fact that the city has outgrown its government; that radical changes of system are necessary in the management of its business affairs; that

the whole should be, if possible, harmoniously adjusted upon sound principles, and concert of action secured by having one head to whom all the departments are responsible. This department cannot be systematized and made to work smoothly and right without corresponding changes in other departments.

For the proposed form of an ordinary voucher, see appended paper marked A. To this, particular attention is requested, for upon the voucher the whole system depends.

In the first place, the oath required of the party furnishing materials is omitted, being considered, useless, cumbersome and too exacting. Useless, because we rely upon the certificates of the Supt. of the Bureau and of the head of the Department, both sworn city officers. Cumbersome, because of the space occupied, and the time required; and exacting, because it is too much to ask of a dealer who furnishes articles, often small in quantity and value, to go through the solemnities of an oath whenever he sells an article to the city. Besides, it is impolitic, for the reason that the agent of the city might certify to an account on the oath of a party he considered respectable, when, if left to his own individual judgment and responsibility, he might come to a different conclusion.

These vouchers are triplicate, one set being intended for the person who makes the disbursement (the Comptroller or his agent,) one for the department, and one for the bureau making the expenditure. With this form of voucher filed in these three offices, it would seem to be difficult, if not impossible, for the public accounts ever to

get in the state of utter confusion and doubt which exists now in the Department of the Street Commissioner.

There can be no question as to the additional safety to the city, arising from having all payments made by some one not connected with the department that makes bargains for, and superintends the execution of work done on the part of the city. Whether the Comptroller's office, as now organized, is in condition to perform this duty, is not a question for me to consider. It is entirely competent for the Mayor and Common Council to make the proper provision for doing the duty in the Department of Finance, or even to create new bureaux and necessary salaried officers. (See amended charter of 1857, § 28 and § 44.)

Most of the important United States government works, under the bureau above referred to, have disbursing agents specially appointed for the particular work. Heavy bonds are required of them, and they are paid (\$3,000) three thousand dollars per annum. One disbursing agent with one clerk, could probably make the payments for all the executive departments of the city. Whether appointed by the Mayor, Comptroller or otherwise, is not for me to recommend.

If payments are made as above, upon vouchers similar in form and character to the one marked A, modified to suit the particular case—say, special forms for “pay rolls for officers,” another for “laborers,” another for “contracts,” together with the requisite “abstracts” and “accounts current,” “returns of public property,” &c.,—forms could be readily prepared and submitted. In fact, they are now about ready. Enough has been said to give



a definite idea of the system proposed. If adopted, the additional details in perfecting the blank forms will give but little trouble.

You will notice in the endorsement of the voucher the following: "On requisition for payment No. —." A large number of vouchers under a particular appropriation might be sent forward at the same time, the voucher-numbers being 1, 2, &c.; all the vouchers, however, bearing on them distinctly marked the same requisition number, being the number of the requisition they belong to. A form of requisition has been prepared, but, the whole being entirely dependent upon the proposed system, there is no necessity for submitting them until the system is approved and the two questions settled, viz: 1st. "Who is to make payments?" 2d. "Upon what vouchers will payments be made?" These two points rightly determined upon, and the system which has been found to work well in a bureau of the general government which disburses from seven to ten millions of dollars yearly, being adopted for all the executive departments of this city,—with a little time and close attention to details, the results attained cannot fail to give satisfaction, not only to the tax payers, but to all honest and well intentioned citizens, be they dealers, contractors, laborers or officers of the city government.

Very respectfully,

GUSTAVUS W. SMITH,

*Deputy Street Commissioner.*

*The city of New York,*

To

Dr.

On account of the appropriation for

DATE, 185	DESIGNATION.	APPLICATION.	AMOUNT.
			\$ C.

I certify that the articles above enumerated have been received, and the services performed; that they were necessary for, and have been or will be applied to and that the prices paid were just and reasonable.

I certify to the necessity of the above expenditure, and approve the above account.

*Street Commissioner.*

Received, at the office of the Comptroller, in the city of New York, this day of 185 from Comptroller, a warrant on the Chamberlain, for the sum of dollars, in full payment of the above account.

Signed in triplicate.

\$

## APPENDIX D.

(CIRCULAR.)

STREET COMMISSIONER'S OFFICE,  
NEW YORK, June 10, 1858.

The following instructions are furnished for the information and guidance of Chiefs of bureaux under this department, so far as they may be applicable in each particular case :

1st. The Superintendents of bureaux will keep the following books, viz :

A "Contract Book," in which will be entered certified copies of all contracts made by the Street Department, for work to be done, or materials furnished, under their superintendence.

A "Resolution and Ordinance Book," in which will be entered copies of all resolutions and ordinances of the Common Council relating to the business of their bureaux, when furnished to them from this office.

A "Ledger," in which will be kept "an account" with every individual or company, having business transactions with the bureau, and with every public office, or separate job or work, of whatever kind—keeping separate accounts under each particular appropriation. Charges will be made, *not on payments*, but on vouchers certified by the Superintendent; and the payment will be entered only after one of the triplicate vouchers is remitted signed.

An "Abstract Book," in which abstracts of all certified vouchers shall be entered, not as a copy, but regularly signed as an original paper.

A "Balance Book," in which will be entered the amount of each appropriation made for expenditures under the bureau; the amount of all certified vouchers against the appropriation, and the balance available as shown by the monthly return of certified vouchers.

A "Book of Materials," in which will be entered, under its appropriate head, every kind of materials received, specifying kind, quantity and cost.

A "Time Ledger," in which will be recorded daily the time made by each individual employed by the day.

An "Appointment Book," in which will be entered the letter of appointment of all officers of the bureau; and also the expiration of their services, whether by removal, resignation, or otherwise.

Two "Record Books," in one of which will be entered the receipt of all business letters, documents, &c., &c.; in the other will be entered a record of all letters, &c., sent from the office of the bureau.

These books, together with all papers, plans, models, &c., in the office, referring at all to the business of the bureau, are public property, and subject to the orders of the head of department..

The varied character of the duties to be performed in the different bureaux will, perhaps, require some modification of the above "list of books to be kept." In certain cases additional books may be necessary; in others, perhaps, some named may not be absolutely essential. Should changes be expedient in the opinion of the Superintendent, he will communicate with this department, on the subject, in writing. The general plan, as given, will be adhered to; any changes approved of would only be of a slight character, and for especial reason in each case.

2d. The Superintendents will, when bills are rendered for work done or materials furnished under their direction, cause the record of its having been received to be at once entered in the Record Book. Upon examination if the bills are found to be correct, triplicate vouchers, according to the prescribed form, will be made out in the office of the Superintendent, and the certificate filled up

and signed by him. On Tuesday morning of each week, the vouchers properly certified, with separate abstracts for each appropriation, will be, with letter of transmittal, forwarded under sealed cover to this office; they will be passed through this office to the Comptroller, and requisitions made for payment as soon as examined and approved. The Comptroller will pay, on Friday of each week, all accounts approved by the Street Commissioner, provided these accounts, with a requisition for the same, have been received two days previously in the Comptrollers office. Blank forms of vouchers in triplicate will be furnished to the different bureaux on application to the Deputy Superintendent of Repairs and Supplies—ordinary vouchers, contract vouchers, pay rolls, &c., &c. The pay rolls of mechanics and laborers are to be made out once in two weeks.

3d. Beside the vouchers and abstracts mentioned above, Superintendents will make out, at the close of each month, an account current with each appropriation, according to the blank forms, giving the amount of the appropriation, amount of certified vouchers, and balance available. The Superintendent will make, at the close of each month, a return of public property (see blank form), exhibiting amount on hand at the beginning of the month, amount purchased during the month, aggregate amount expended during the month, and balance on hand at the end of the month. The Superintendent will, at the end of each month, make a report in writing, stating the amount and kind of work done, the number of men employed, and such other information as may be necessary to a clear understanding of all the operations of the bureau during

the month. This is to be sent to the Street Department, with the monthly statement of accounts and monthly return of property, within three days after the expiration of the month.

4th. All communications from the department to those subject to its orders will be promptly acknowledged ; and all official communications intended for the office will be addressed to the Street Commissioner—the envelope marked “On business”—and delivered at the desk of the First Clerk. All documents enclosed to this office should be folded to the prescribed size (paper folders will be furnished by the Deputy Superintendent of Repairs and Supplies,) and so endorsed as to show at a glance their purport. Papers must not be fastened together with pins ; if it is necessary to connect them, it must be done by some other means, secure and convenient for use. The whole should be accompanied by a letter of transmittal, enumerating the contents of the package.

All papers filed in the office of the Superintendent will be properly endorsed and numbered, and such briefs will be made as will facilitate the dispatch of any business requiring a reference to the bureau files.

5th. The understood rule of the department will be “to make in writing full and explicit reports, statements, recommendations, instructions, orders,” &c. ; this is to apply to the main office and to all the bureaux. The Commissioner, in requiring official reports to be made in writing, does not intend, or at all desire, to preclude full conference and verbal discussion with the Superintendents, in any case which they may wish to bring to his notice

in this manner. Every one connected with the department is expected to co-operate with the Street Commissioner in discouraging and abating the long discussions repeated from day to day, about unimportant matters, by the crowds who have heretofore thronged the office, thinking thereby to advance their business. Let one point in this connection be distinctly understood : a person presenting a bill to one of the bureaux will be told, that on enquiry at the Comptroller's office on Friday of the next week, he will probably receive payment. If he finds that the accounts have not been sent in, with requisition for payment from this office, and he wishes to be informed of the reasons thereof, by addressing a line to the Street Commissioner, and leaving it at the desk of the First Clerk, he will obtain a written reply. The immense amount, varied character and great importance of the business to be transacted under this department, requires that the whole should be conducted with method, system and order. Rules that are prescribed must be rigidly and consistently adhered to. To satisfy all of the necessity of a radical change in the manner of conducting business in the offices of the different bureaux, it is only necessary to refer to the reports of the Superintendents upon the condition in which they found their respective offices. Some of the most important, being without a line or even a word of any kind or description, referring to the public business. In others the records, such as they were, have been taken off by predecessors in office, under pretext that they were private property. The disorder, confusion and doubt pervading every branch of the department, including the main office, as well as those of the bureaux, call for immediate change. The Commissioner confidently relies upon

the co-operation of all the Superintendents and subordinates in the department, to aid him in regulating the public business under his charge.

Very respectfully,

EDWARD COOPER,

*Street Commissioner.*

Copies of the foregoing were sent to

JACOB A. WESTERVELT,

JOHN B. CORLIES,

JOHN RICHARDSON,

WILLIAM GAYTE,

H. H. HOWARD,

JOHN NESBIT,

H. M. SCHIEFFELIN,

MANSFIELD LOVELL,

THOMAS BYRNES,

JAMES TAYLOR,

*Superintendents.*

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#### APPENDIX E.

STREET COMMISSIONER'S OFFICE,

New York, Nov. 16, 1858.

A. C. FLAGG, Esq., *Comptroller.*

SIR,—In a recent conference between the Mayor, yourself and Mr. Cooper, then Street Commissioner, you were understood to say, that at least two items, amounting to about twenty-three thousand dollars, had been paid and charged to City Contingencies, which, with more propriety; should have formed a part of the arrearages of 1858. One of these was for expenses of Joint Commit-



tee on accounts, about ten thousand dollars; the other, for expenses in the Law Department, about thirteen thousand dollars; neither of which was included in the estimate for City Contingencies, both of them having been struck out of the Tax Levy by the Legislature.

By the terms of the charter of 1857, the Department of Finance "shall settle and adjust all claims in favor of or against the Corporation, and all accounts in which the Corporation is concerned, either as debtor or creditor." Under this clause you have, no doubt, had to act in a great many cases during the recent doubtful position of affairs of the Street Department; but there is another view of the question to which I desire, respectfully to call your attention.

In the first place, five different appropriations are reported exhausted. Four of the five affect the general affairs of the city government. Other appropriations are nearly exhausted, and will be insufficient, perhaps, to meet expenditures already incurred.

If these appropriations have all been regularly and legally expended, and the amounts all applied to the purposes contemplated in strict conformity with the charter, laws and ordinances relating thereto, the Street Commissioner, however embarrassing or disastrous the consequences to the city, would have no option in the matter, and would be compelled under the law, to refuse to authorize further expenditures.

In this condition of the affairs of the Street Department, it is necessary for me to decide, whether expenditures for the ordinary routine of the city business depend-

ent upon "supplies to public offices, printing, stationery and city contingencies," shall be authorized. The charter of 1857 provides, "That all contracts shall be entered into by the appropriate heads of departments, and that no expenditure for work or supplies, involving an amount for which no contract is required, shall be made except the necessity therefor be certified to by the head of the appropriate department." These provisions I have reason to know, have not been complied with in many cases, particularly where judgments have been obtained, and also during the period in which there were two claimants to the office of Street Commissioner.

I am informed, that some accounts properly chargeable to arrearages of 1857, have been paid out of appropriation for 1858; and that, in some instances, accounts of doubtful character have been charged to appropriations now exhausted, which, upon revision, in view of the present state of things, could, with propriety, be transferred to other appropriations, and by this means, so far relieve the Street Department as to enable it to furnish to the different offices of the city government, those articles necessary for conducting the public business.

In view of the above, I have to request that you will cause a revision to be made of the payments charged against the several appropriations (to which payments for work done under this department are properly chargeable,) now reported exhausted; and that you will have transferred to other accounts all payments not strictly chargeable to the appropriations, and not made in accordance with the provisions of the charter, requiring that contracts shall be made by appropriate heads of department,

and that expenditures for which no contract is required shall not be made except the necessity therefor be certified to by the head of the appropriate department. By crediting these appropriations as above, and also crediting them with all payments for expenditures not contemplated by the Tax Levy at the time it was made—for instance, the items of ten thousand and thirteen thousand dollars, previously mentioned—this department will be enabled to authorize the expenditures that may be required for the purposes named between this time and the first of January next.

However necessary it may have been to make these payments, or the apparent propriety of the charges against these appropriations at the time—as the case stands now—I ask that these appropriations be credited with every payment for expenditures that can with propriety be charged to other appropriations; or, if there be no appropriations to which they are properly chargeable, that then they be provided for in the arrearages of 1858 thus allowing this department, without violation of law to authorize expenditures absolutely necessary for the transaction of the ordinary business in those departments and offices of the city government, which, by law, must be supplied by the Street Department.

I have to request an early answer, the case being very urgent, requiring immediate action on my part.

Very respectfully,

G. W. SMITH,

*Street Commissioner.*

## APPENDIX F.

DEPARTMENT OF FINANCE,  
NEW YORK, Nov. 24th, 1858.

G. W. SMITH, Esq., *Street Commissioner*:

DEAR SIR:—Your letter of the 16th instant was received yesterday, in relation to payment of requisitions from the Street Department.

The amount of ten thousand dollars, equal to payments made for the Joint Committee on Accounts, will be included among the arrearages of 1858; so far as the same have been charged to the city contingencies, payments will be made upon the requisitions of the Street Commissioner from that appropriation, and the balance to make up the ten thousand dollars will be paid from some other appropriation,

Very truly yours,

A. C. FLAGG, *Comptroller*.

By A. S. C.

## APPENDIX G.

STREET DEPARTMENT,  
New York, December 3d, 1858.

Hon. DANIEL F. TIEMANN, *Mayor*:

SIR:—I have the honor to inform you that the balance on hand of the appropriation for the "Fire Department," is not sufficient to meet expenditures already incurred. The question arises, shall repairs necessary to keep the present fire apparatus in serviceable condition be authorized? To my mind, this appears to be clearly a matter of necessity to the safety of the city; and, with your approval, I shall direct such repairs to be made. This expenditure

will have to be provided for in the arrearages for 1858, estimated at twelve thousand dollars, which includes about three thousand dollars, bills rendered, work already ordered, for which bills have not been presented, and the probable repairs for the present month. By the annexed statement, it will be seen that the Comptroller has paid out of this appropriation \$30,741 02, on other authority than the requisition of the Street Commissioner.

Respectfully,

(Signed)

G. W. SMITH,

*Street Commissioner.*

**Fire Department.**

Appropriation for 1858,.....\$62,500

Total paid by Comptroller on this acc. 61,620

Dec. 1st, 1858. Balance on hand,.....\$ 879 79

Expended on requisition of Street Commissioner, (from April 19th, 1858, to Dec. 1st, 1858,) as follows:

On vouchers signed by H. H. Howard, Chief Engineer,.....\$24,163 71

On vouchers signed by the Deputy Super't Repairs and Supplies, but by order or direction of H. H. Howard, Chief Engineer..... 6,657 15

On vouchers signed by Contract Clerk, being for advertising, posting bills, &c..... 45 33

On voucher for Mrs. Welsh, cleaning Fire Warden's room..... 13 00

\$30,879 19

*Mem.*—About \$15 or \$20 are included in the vouchers of Deputy Superintendent of Repairs and Supplies, for

expense on bell tower, which may not have been on requisition of H. H. Howard.

From which it appears the Comptroller has paid, other than on requisition of Street Commissioner, \$30,741 02  
And on requisition of Street Com'r, as above, 30,879 19

Total expenditure.... \$61,620 21

Balance on hand, as above,..... \$ 879 79

Respectfully,

(Signed)

G. W. SMITH,

*Street Commissioner.*

#### APPENDIX H.

MAYOR'S OFFICE,

New York, Dec. 29th, 1858.

G. W. SMITH, Esq.,

*Street Commissioner:*

DEAR SIR:--In reply to your letter, dated the 3d inst., informing me that the balance on hand of the appropriation for the "Fire Department" is not sufficient to meet expenditures already incurred, and necessary to keep the fire apparatus in serviceable condition; and of your intention (with my approval) to authorize necessary repairs—the same to be provided for in arrearages of 1858—

I beg to state, that I coincide in your opinion as to the necessity for such expenditures, and agree in your action in incurring the same.

Very respectfully,

(Signed)

DANIEL F. TIEMANN,

*Mayor.*

## APPENDIX I.

*List of Books opened by the First Book-keeper in the Street Department, and the mode of entering the Vouchers, &c., &c.*

1st. AUDIT BOOKS—commencing with No. 1.

Contains copies, in detail, of Vouchers for which requisitions are drawn on the Comptroller, name of the person or persons, the particular purposes to which the articles are appropriated, and the Fund or Appropriation to which they are chargeable. After said requisition has been drawn, a critical examination is made, by the First Book-keeper, of the vouchers and requisition, and if found correct, they are returned to the Street Commissioner or Deputy, who compares them with the letter of transmittal (prepared by the First General Clerk), and, if they agree, he signs the letter, which is copied in the Letter Book, and directs their delivery to the Chief Clerk, for entry in a Register, kept by him, of all requisitions on the Comptroller—their Nos., dates and amounts—fund drawn on, &c. After this registry, they are transmitted, by the Chief Clerk, to the Comptroller for payment. After payment by the Comptroller, they are returned to the Chief Clerk, date of their receipt entered in the Register before mentioned, re-examined and compared with the Audit Book and Requisition Book, and then endorsed and placed on file in this office. By stating the number of both requisition and voucher so returned and endorsed, it can be immediately ascertained from the Ledger the date and amount of requisition and the fund upon which it is drawn, and by referring to the Audit Book, through the Journal, the name of

the person or persons in whose favor it is—its date, item, prices and amount, and the Bureau or source from which it emanated can be ascertained.

This book is of great value and convenience; if lost from any cause, copies of the vouchers on file in this Department could be made on another one; but, aside from the time and trouble, great inconvenience would be experienced from the alteration of its folios, as endorsed on the vouchers and recorded in the Journal. The folio of the Journal, where the charge is made to the proper account, is placed in large figures in the column appropriated to it in the Audit Book.

**2d. JOURNAL FOR THE GENERAL LEDGER**—commences with No. 1, and is kept by "Double Entry."

All requisitions on the Comptroller are charged to the fund or appropriation on which they are drawn, after a proper apportionment of the items composing said requisition. All assessments delivered the collectors for collection, and all payments made by said collectors to the Bureau of Arrears, are entered; and all other matters requisite to a full and proper record of the business and management of the Street Department, properly appertaining to the Books of Account, are entered under their appropriate heads.

The folios of the Assessment Ledgers, General Ledger, Fire Department and other Ledgers, are recorded in the column appropriate to each, on the left side of each folio of the Journal.

**3d. GENERAL LEDGER**—commencing with No. 1, and is kept by "Double Entry."



All entries on the Journal are posted to this Ledger, and the dates, folios, &c., of the said Journal are properly indicated.

A monthly Balance Sheet is always prepared; the Ledger has always proved, and does now prove, to the 31st day of December, 1858. The system adopted thus far, is perfectly simple; yet so true to the principles involved in its construction, that it cannot be trifled with. Incompetency, inattention, or willfulness, on the part of those in charge, will instantly disarrange the whole machinery, and produce great confusion.

4th. FIRE DEPARTMENT—Ledger, commencing with No. 1.

An account is opened with every engine, hose, and hook and ladder company, &c., and the names of persons, and items composing the charges, are taken from the Audit Book, and the folio of the Audit Book designated in a proper place.

5th. REPAIRS AND SUPPLIES—Ledger, commencing with No. 1.

An account is opened with every Precinct, Police and other Courts, and building of every description, owned or occupied by the Corporation, and the names of persons, and the items composing the charges, are copied from the Audit Book, and the folio of the Audit Book properly designated.

An account is also opened with every Bureau, Court, Precinct, &c., for stationery, printing, &c., supplied by the Deputy Superintendent of Repairs and Supplies, whose accounts are kept and rendered entirely dis-

tinct from those of the Superintendent. The names of the persons, and the items composing the charges, are copied from the Audit Book, and the folio of the Audit Book properly designated.

6th. DOCKS, PIERS AND SLIPS--Ledger, commences with No. 1.

An account is opened with every wharf or dock, pier and slip, whether North or East rivers, and all charges for mechanics and laborers, &c., and for lumber and material of every description, are copied from the Audit Book, and its folio designated in a proper place.

7th. LANDS AND PLACES--Ledger, commences with No. 1.

An account is opened with the parks, for flagging, fencing, &c., and with payments made to laborers. The names, items, &c., composing the charges, are copied from the Audit Book, and its folio properly designated.

8th. ROADS AND AVENUES--Ledger, commences with No. 1.

An account is opened with the Bloomingdale, Kingsbridge and other roads, and with sundry avenues, for sundry labor, &c. The names, &c., composing the charges, are copied from the Audit Book, and its folio properly designated.

9th. LAMPS AND GAS--Ledger, commences with No. 1.

An account is opened with lighting public street gas lamps, setting and fitting gas lamp-posts, &c.; also, with every market, precinct, court, &c.; and the names, &c., composing the charges, are copied from the Audit Book, and its folio properly designated.

10th. STREET IMPROVEMENTS—Ledger, commences with No. 1.

An account is opened with the contractors, surveyors and inspectors, for all payments; also, with advertising, posting notices, &c.; and the names, &c., composing the charges, are copied from the Audit Book, and its folio properly designated.

11th. PERSONAL ACCOUNTS—Ledger, commences with No. 1.

This Ledger is to be opened soon; and every voucher paid by the Comptroller, on requisition of the Street Commissioner, will be credited to the person in whose favor said voucher is, and he will be charged with the payment. They will be posted from the Audit Book, and the folios properly designated.

ASSESSMENT LEDGERS,

Have been opened and used in the Street Department for many years, but appear to have been kept very imperfectly. The use of these Ledgers has been continued, but all entries are first made in the "Journal, No. 1," and then posted to the proper account, whether to the collectors, for assessments delivered to them; to contractors, surveyors, inspectors, &c., for amounts paid to them; or the collectors, for amounts paid by them to the Chamberlain, or returned to the Bureau of Arrears.

After the Assessment Lists have been confirmed, and entered in the Tax Commissioners' and Comptroller's offices, they are delivered to the Street Commissioner for entry, and transmittal to the Collector of Assessments. The Street Commissioner or Deputy

hands them to the First Book-keeper, who examines the footings, estimates, &c.; records the date of their receipt, confirmation, amount, &c.; endorses the date of entry on them, which is signed by the Street Commissioner, and prepares a letter of transmittal to the Collector, which is also signed by the Street Commissioner, and in return for which, a receipt is forwarded by said Collector; this receipt or letter is filed by the Chief Clerk, and then delivered to the First Book-keeper, to be charged in the Journal to said Collector.

*Books kept by the Collector of Assessments.*

1. "Record of Titles of Assessments Confirmed."

Immediately upon the receipt of an Assessment List, an entry is made in this book, of its title, date of confirmation, date of entry, amount, and name of the Deputy entrusted with its collection.

2. "Records of Assessments," (numbering at present 49 volumes,)

In which are entered all the various items of each Assessment List, which describe the property assessed and the amount assessed thereon; and also, each item of interest, and total amount collected, opposite their respective map, ward and block numbers; and every such entry verified by the signature of the Deputy making such collection.

3. "Ledger;"

Containing accounts with all assessments received for collection; to which are entered the amounts collected thereon, and returned each week by the Deputy to the Collector; and the corresponding amounts paid

each week by the Collector to the Chamberlain; and finally balanced by the amounts returned to the Bureau of Arrears. Also, accounts with each of the Deputies, who are severally charged with the amounts of the Assessment Lists placed in their hands for collection, and accredited with the amounts paid to the Collector, and the amount of unpaid assessments returned to the Bureau of Arrears.

4. "Assessments Confirmed and Returns,"

Which contains, in addition to the items described in No. 1 of this statement, the amounts returned weekly by the Collector, and the amounts returned to the Bureau of Arrears. This condensed form is designed to show, at a glance, the total amount remaining in this office uncollected.

5. "File Book for Returns of Deputies."

The weekly returns of the Deputies are verified by oath, and filed in this Book.

6. "Collector's Returns, with Chamberlain's Receipts;"

Containing copies of the weekly returns of the Collector, and triplicate receipts of the Chamberlain affixed thereto.

7. "Receipt Books;"

Containing Collector's receipts for all moneys paid to him by the Deputies.

8. "Letter Book;"

Containing copies of all official letters issued from this Bureau.

## 9. "Letters Filed;"

Containing all letters received in this office relative to its business.

## 10. "Remissions of Assessments;"

A record of assessments remitted by resolution of the Common Council.

## 11. "Apportionment Book;"

A record of apportionments of assessments confirmed by the Common Council.

*Books kept by the Deputy Collectors.*

## 1. "Condenser;"

Containing a condensed recapitulation of each Assessment List, with the various map, ward and block numbers of each lot, and the amount of the assessment thereon, under the name of the owner thereof; and on which entries are also made of the amount of the assessment and the amount of interest paid, and the name of the person paying the same.

## 2. "Record of Demands for payment of Assessments;"

Containing the name of each person upon whom a demand is made, and the place and date of such demand.

## 3. "Cash Book."

Every assessment paid in the office is immediately entered upon this book, showing the date of payment; the map, ward and block numbers; the name of the person making the payment; the title of the assessment, when confirmed, and the amount of the assessment and the interest paid thereon. This book is balanced each week by the amount paid to the Collector of Assessments.

DOCUMENT No. 11.

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BOARD OF ALDERMEN.

FEBRUARY 21, 1859.

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The following communication from the Clerk of the Common Council, transmitting an additional Chapter of the Revised Ordinances, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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AN ORDINANCE

RELATING TO THE EXECUTIVE DEPARTMENT CALLED THE  
CROTON AQUEDUCT BOARD.

*The Mayor, Aldermen and Commonalty of the City of New York,  
in Common Council convened, do ordain as follows :*

ARTICLE I.—OF THE CROTON AQUEDUCT BOARD AND  
ITS BUREAUX GENERALLY.

ARTICLE II.—OF THE CROTON AQUEDUCT BOARD.

ARTICLE III.—OF THE BUREAU OF THE WATER REGIS-  
TRAR AND THE SCALE OF WATER RENTS.

ARTICLE IV.—OF THE BUREAU OF THE WATER PUR-  
VEYOR.

ARTICLE V.—GENERAL PROVISIONS.

## ARTICLE I.

*Of the Croton Aqueduct Board and its Bureaux generally.*

§ 1. The Executive Department called The Croton Aqueduct Board, is invested, by the laws of this State, with the following powers and duties :

1. With the direction and settlement of all suits, claims and demands against the Corporation, or against the Water Commissioners of the city of New York, created by the act for the appointment of Water Commissioners by the Governor and Senate, for the city of New York, passed May 2, 1834.
2. With the charge of the Croton Aqueduct, and all structures and works and property connected with the supply and distribution of water to the city of New York, and the underground drainage of the same ; and of the public sewers of the city ; and of permits for street vaults ; and of paving, repaving and repairing streets, and digging and constructing wells ; and the collection of the revenues arising from the sale of the Croton water ; with such other powers and duties as shall or may be prescribed by law.
3. With the preservation of the Croton lake and waters ; with the preservation of the banks of the Croton river from injuries or nuisances ; with the execution of such measures as may be necessary to preserve and increase the quantity of water and keep it pure ; with the management, preservation and repairs of the dam, gates, aqueduct, high bridge, reservoirs, mains, pipes,



pipe-yard, and property of every description, belonging to the Water Works; and they shall have the construction of such new works, and the purchase and laying down of such mains and pipes as the Common Council may authorize; and also the construction, repairs and cleansing of all the sewers and underground drains, but subject to the orders and directions of the Common Council, as to the times and places of building new sewers, and to the general plan which has been or may be adopted for the sewerage and drainage of the city. They shall be responsible for the supply of water, and the good order and security of all the works from the Croton lake to the city inclusive, for the exactness and durability of the structures which may be erected, and of the daily work to be performed, and for the sufficiency of the supply in the pipe-yard to meet every casualty, and for the fidelity, care and attention of all persons employed by the Department in watching the works and in making constructions and repairs; and shall inspect thoroughly the interior of the aqueduct, and make the necessary repairs, at least twice in each year.\*

§ 2. There shall be two bureaux in the Croton Aqueduct Department.

- \* 1. A bureau for the collection of the revenue derived from the sale of the Croton water; and the chief officer thereof shall be called the Water Registrar.

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\* Ordinance May 30, 1849. § 24 Amended Charter, 1857.

2. A bureau for the laying of water pipes and the construction and repairs of sewers, wells and hydrants, and the paving, repaving and repairing of streets: the chief officer of which shall be called the Water Purveyor.\*

## ARTICLE II.

*Of the Croton Aqueduct Board.*

§ 3. The chief officers of the Croton Aqueduct Board shall be called the President, Engineer, and Assistant Commissioner; who, together, shall form the Croton Aqueduct Board, and shall hold their offices for five years.\*

§ 4. The salaries of the officers composing the Croton Aqueduct Board shall be as follows: For the President-Commissioner, three thousand dollars per annum; for the Commissioner Engineer, five thousand dollars per annum; for the Assistant Commissioner, three thousand dollars per annum †

§ 5. All contracts for materials or work for the Croton Aqueduct, or for the construction, repair or cleaning of sewers and underground drains, shall be made by the Croton Aqueduct Board; and bonds, for the faithful performance thereof, shall be approved and taken by them.‡

§ 6. All moneys payable by the Corporation for the performance of the contracts mentioned in the last section, or for work done by authority of the Croton Aqueduct Board, and all bills or accounts for the salaries of the officers and men attached thereto, and for blank

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\* § 24 Amended Charter, 1857.

† Resolution, Oct. 15, 1857.

‡ Ordinance May 30, 1849, § 354.

books, paper, and contingencies of the Department, shall be paid by the warrant of the Comptroller, upon the requisition of the Croton Aqueduct Board, against the appropriation applicable thereto; and all such contracts and accounts shall be kept and filed in the office of the Croton Aqueduct Board. \*

§ 7. No new works connected with the Croton Aqueduct shall be constructed, nor shall any mains or pipes be purchased or laid down, or new sewers constructed, except with the authority of the Common Council; and except also, that in case of any unexpected casualty or damage to the pipes, reservoirs or other structures connected with the aqueduct, the Croton Aqueduct Board shall take immediate measures for the preservation and repair of the same; the expense of which shall be paid on their requisition by the warrant of the Comptroller.†

§ 8. All sewers and drains in any of the streets, avenues or public places in the city, shall be under the charge of the Croton Aqueduct Board, who shall keep the same in good order and condition, and clean and free from obstructions, and shall cause such repairs to be made to them and to the receiving basins, culverts and openings connected therewith, as may from time to time become necessary.‡ Such sewer culverts shall be cleaned at night and not in the day time.§

§ 9. The Croton Aqueduct Board shall prescribe the mode of piercing or opening any of the sewers or drains, and the form, size and material of which connections made therewith shall be composed.||

\* Ordinance May 30, 1849, § 355. † Ordinance May 30, 1849, § 356.

‡ Ibid. § 357. § Resolution, May 14, 1855. || Ordinance May 30, 1849, § 338.

§ 10. They may, with the consent of the Street Commissioner, grant permission to persons to construct, at their own expense, sewers or drains, or to lay pipes to connect with any sewers or drains built in any of the streets or avenues in the city, on being furnished with the written consent of the owners of a majority of the property upon the street through which such sewer, drain or pipe is to pass; but such permission shall not be granted except upon the agreement, in writing, of the persons applying therefor, that they shall comply with the ordinances in relation to excavating the streets; that they will indemnify the Corporation for any damages or costs to which they may be put, by reason of injuries resulting from neglect or carelessness in performing the work so permitted, and that no claim will be made by them or their successors in interest against the Corporation, if the work so permitted be taken up by authority of the Common Council, or for exemption from an assessment lawfully imposed for constructing sewers or drains in the same vicinity; and upon the further condition that the Common Council may at any time revoke such permission and direct such sewers, drains or pipes to be taken up or removed.\*

§ 11. If any connection or opening be made into any sewer or drain without the permission authorized in the last section, or in a mode different from that prescribed therefor, the person making such connection or opening, and the owner directing it, shall respectively be liable to a penalty of fifty dollars.†

§ 12. All openings into sewers or drains for the pur-

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\* Ordinance May 30, 1849, § 359.

† Ibid. § 360.

pose of making a connection therewith from any house, cellar, vault, yard or other premises, shall be made by persons licensed or to be licensed in writing, for that purpose, by the Croton Aqueduct Board.\*

§ 13. Every person who now is or who shall be licensed as provided in the last section, shall, before performing any work authorized thereby, execute and deposit in the Croton Aqueduct Department a bond to the Corporation, in the sum of one thousand dollars, with one or more sufficient sureties, to be approved by the President of the Board, conditioned that he will faithfully make the opening into such sewers or drains; that he will leave no obstructions, of any description whatever, therein; that he will properly close up the sewers or drains so opened; that he will make no opening into the arch of any sewer or drain; that he will comply with the ordinances in relation to excavating the streets, and that he will indemnify the Corporation of and from all accidents and damage consequent thereupon, for or by reason of any opening in any street, lane or avenue made by him, or by those in his employment, for the purpose of putting down any service pipe or pipes for the introduction of the Croton water, or for making any connection with any public or private sewer, or for any other purpose or object whatever; and that he will also replace and restore the street pavement over such opening, to as good state and condition as he found it, and keep and maintain the same in good order, to the satisfaction of the Water Purveyor, for the period of six months next thereafter.

§ 14. There shall be paid to the President of the Croton

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\* Ordinance May 20, 1849, § 361.

Aqueduct Board, for the use of the Corporation, for every permit to connect with a sewer or drain from any house, store or building, the sum of ten dollars; and for every hotel, boarding-house, or public building covering more than twenty-five by fifty feet, an additional sum in that proportion.\*

§ 15. There shall be paid to the President of the Croton Aqueduct Board, for the use of the Corporation, for every permit to connect with a sewer or drain from a manufactory, brewery, distillery, or the like, for the purpose of carrying off water or fluid which shall not deposit sediment or obstruction, such sum as shall be fixed by the Croton Aqueduct Board.†

§ 16. Any person obtaining a permit as provided in the last section, who shall permit any substance which shall form a deposit or obstruction in a sewer, drain or receiving basin, to flow into the same, shall be liable to a penalty of fifty dollars for each offence.‡

§ 17. The President of the Croton Aqueduct Board shall keep a record of all permits granted by that Board for connections with sewers or drains, in which he shall enter the names of all persons from whom he may receive money for such permits, with the amount received from each person, and the time when it was received. He shall render an account thereof, under oath, item by item, to the Comptroller, on Thursday of each week, and shall thereupon pay over the amount so received to the Chamberlain. He shall also thereupon receive from the Chamberlain a voucher for the payment thereof, which he shall

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\* Ordinance May 30, 1849, § 363.

† Ibid. § 364.

‡ Ibid. § 365.

forthwith, on the same day, exhibit to the Comptroller, and shall at the same time leave with him a copy thereof. In case the President shall be temporarily absent, the Assistant Commissioner shall act in his stead.\*

§ 18. The Croton Aqueduct Board is requested to abate all trespasses on the Croton Aqueduct property, and prevent the lands of the Croton Aqueduct being used for roads except at crossings; also to enclose the Croton Aqueduct lands through all the villages, and at such other places as, in their opinion, the proper preservation of the work and the city title to the lands may require.

§ 19. The Croton Aqueduct Board shall ascertain, and report to the Common Council, from time to time, what repairs are necessary to any of the streets; and when required by the Common Council, the said Board shall inquire into and report upon all applications to the Common Council, in relation to paving, repaving or repairing streets or digging wells. The said Board shall advertise for estimates and contract for wells and pumps, and for paving, repaving and repairing the streets.†

§ 20. There shall be in the office of the Croton Aqueduct Board the following officers, who shall be appointed in the manner directed by the charter:—One Assistant Engineer, who shall receive an annual salary of one thousand four hundred and fifty dollars; one Clerk to the Croton Aqueduct Board, who shall receive an annual salary of one thousand four hundred dollars; one Messenger to the Croton Aqueduct Board, who shall receive an annual salary of seven hundred dollars.

\* Ordinance May 30, 1849, § 366.

† Formerly duties of Street Commissioner, now transferred to Croton Aqueduct Board, by amended charter of 1857.

## ARTICLE III.

## CHAPTER I.—OF THE BUREAU OF THE WATER REGISTRAR.

## CHAPTER II.—OF THE SCALE OF WATER RENTS.

## CHAPTER I.

*Of the Bureau of the Water Registrar.*

§ 21. This bureau, of which the Water Registrar is the chief officer, is charged with the duty of collecting the revenues derived from the sale of the Croton Water, and has the especial charge and superintendence of the accounts of the departments, under the direction of the Croton Aqueduct Board.\*

§ 22. The Water Registrar, before entering upon the duties of his office, shall execute a bond to the Corporation, with two sufficient sureties, to be approved by the Comptroller, in the penal sum of fifteen thousand dollars, conditioned for the faithful performance of the duties of his office.†

§ 23. He shall, on Thursday of each week, render to the Comptroller an account, under oath, item by item, of all moneys received by him, containing the names of the persons from whom they were received, the amounts received, and on what account, and when paid; and shall thereupon pay over the amount, so received, to the Chamberlain.‡

§ 24. There shall be in this bureau a Deputy Registrar,

\*Ordinance May 30, 1849, § 268.    † Ibid. § 269.    ‡ Ibid. § 270.



an Accountant, and five Clerks, who shall severally receive for their services an annual salary of one thousand dollars.

§ 25. The Deputy Registrar shall superintend, under the direction of the Registrar, the keeping of the accounts, the receiving of the water rents, and the issuing of permits for the use of the water, and shall generally assist the Registrar in the performance of his duties.\* He shall, before entering on the duties of his office, execute a bond to the Corporation, with two sureties, to be approved by the Comptroller, in the penal sum of ten thousand dollars, conditioned for the faithful performance of the duties of his office.†

§ 26. The Accountant shall keep the accounts of the Bureau of the Water Registrar, under the direction of the Registrar, and in such manner as shall be prescribed by the Croton Aqueduct Board.‡

§ 27. The Clerks shall, respectively, prepare and copy such papers appertaining to this bureau, as may be directed by the Water Registrar, and shall generally perform such other duties connected therewith, as may be assigned them by that officer.‡

§ 28. The Water Registrar shall receive an annual salary of one thousand five hundred five hundred dollars.

## CHAPTER II.

### *Of the Scale of Water Rents.*

§ 29. The annual regular rents to be collected by the Croton Aqueduct Board shall be as follows, to wit:—

1. On all tenements coming within the provisions of

\* Ordinance May 30, 1849, § 372. † Resolution, October 17, 1849.

‡ “ “ “ § 373. ‡ Ibid. § 374.

the law of April 11, 1849, having a front width of sixteen feet and under, and of not more than one story high, the sum of four dollars; of not more than two stories high, the sum of five dollars; of not more than three stories high, the sum of six dollars; of not more than four stories high, the sum of seven dollars; and five stories high and over, the sum of eight dollars.

2. On all tenements having a front width of not more than eighteen feet and over sixteen, and of not more than one story high, the sum of five dollars; of not more than two stories high, the sum of six dollars; of not more than three stories high, the sum of seven dollars; of not more than four stories high, the sum of eight dollars; and of five stories high and over, the sum of nine dollars.
3. On all tenements having a front width of not more than twenty feet and over eighteen, and of not more than one story high, the sum of six dollars; of not more than two stories high, the sum of seven dollars; of not more than three stories high, the sum of eight dollars; of not more than four stories high, the sum of nine dollars; and of five stories high and over, the sum of ten dollars.
4. On all tenements having a front width of not more than twenty-two feet six inches, and over twenty feet, and of not more than one story high, the sum of seven dollars; of not more than two stories high, the sum of eight dollars; of not more than three stories high, the sum of nine

dollars; of not more than four stories high, the sum of ten dollars; and of five stories high and over, the sum of eleven dollars.

5. On all tenements having a front width of not more than twenty-five feet, and over twenty-two feet and six inches, and of not more than one story high, the sum of eight dollars; of not more than two stories high, the sum of nine dollars; of not more than three stories high, the sum of ten dollars; of not more than four stories high, the sum of eleven dollars; and of five stories high and over, the sum of twelve dollars.
6. On all tenements having a front width of not more than thirty feet, and over twenty-five feet, and of not more than one story high, the sum of ten dollars; of not more than two stories high, the sum of eleven dollars; of not more than three stories high, the sum of twelve dollars; of not more than four stories high, the sum of thirteen dollars; and of five stories high and over, the sum of fourteen dollars.
7. On all tenements having a front width of not more than thirty-seven feet six inches, and over thirty feet, and of not more than one story high, the sum of twelve dollars; of not more than two stories high, the sum of thirteen dollars; of not more than three stories high, the sum of fourteen dollars; of not more than four stories high, the sum of fifteen dollars; and of five stories high and over, the sum of sixteen dollars.
8. On all tenements having a front width of not more than fifty feet, and over thirty-seven feet

six inches, and of not more than one story high, the sum of fourteen dollars; of not more than two stories high, the sum of fifteen dollars; of not more than three stories high, the sum of sixteen dollars; of not more than four stories high, the sum of seventeen dollars; and of five stories high and over, the sum of eighteen dollars.

9. In the apportionment of regular rents upon a dwelling-house, the family or families occupying the same to number not more than fifteen persons; for every ten persons beyond that number an additional rent of two dollars and fifty cents per year shall be charged.
10. The rents of all tenements which shall exceed in width fifty feet, shall be the subjects of special contract with the Croton Aqueduct Board.
11. The extra and miscellaneous rates shall be as follows, to wit:—

*Bakeries.*—In the average daily use of flour, for each barrel the sum of three dollars per annum.

*Bathing Tubs,* in private houses, beyond one, at three dollars per annum each; and five dollars per annum each on public houses, boarding-houses, bathing establishments, and barbers' shops.

*Boarding Schools* shall be charged at the rate of from fifteen to fifty dollars each; and *School Houses* at the rate of from ten to twenty dollars each per annum.

*Building Purposes.*—For each one thousand bricks laid, the sum of ten cents per thousand.

*Cow Stables.*—For each and every cow, the sum of seventy-five cents per annum.

*Fountains.*—Ordinarily used three hours per day, for a period of not more than four months in the year, shall be charged as follows:—A one-sixteenth of an inch jet, the sum of seven dollars per annum; for a one-eighth of an inch jet, the sum of fifteen dollars per annum; for a one-quarter of an inch jet, the sum of forty dollars per annum; for a one-half of an inch jet, the sum of ninety dollars per annum; and for an inch jet, the sum of two hundred dollars per annum. No fountain shall be permitted on any premises where the water is not taken for other purposes, and to an extent sufficient for those purposes; and if the water from the jet or fountain be permitted to flow into premises adjacent to or in the neighborhood where it may be used for other purposes, the supply shall be stopped, and the amount of payment forfeited.

*Horses, Private.*—For two horses there shall be charged the sum of six dollars per annum; and for each additional horse, the sum of two dollars.

*Horses, Livery.*—For each horse, up to and not exceeding thirty in number, the sum of one dollar and fifty cents each per annum; and for each additional horse, the sum of one dollar.

*Horses, Omnibus and Cart.*—For each horse, the sum of one dollar per annum.

*Horse Troughs.*—For each trough on sidewalks, the sum of five dollars per annum.

*Hotels and Boarding-houses* shall, in addition to the regular rate for private families, be charged for each lodging-room, at the discretion of the Croton Aqueduct Board.

*Porter-houses, Taverns and Groceries* shall be charged an extra rate of from three to thirty dollars.

*Printing Offices* shall be charged at such rates as may be determined, in the discretion of the Croton Aqueduct Board.

*Refectories* shall be charged at such rates as may be determined, in the discretion of the Croton Aqueduct Board.

*Slaughter-houses* shall be charged at the rate of from ten to twenty dollars per annum each.

*Steam Engines* shall be charged, by the horse power, as follows : For each horse power up to and not exceeding ten, the sum of ten dollars per annum; for each exceeding ten and not over fifteen, the sum of seven dollars and fifty cents each; and for each horse power over fifteen, the sum of five dollars.

*Street Washers.*—For each street washer on the sidewalk, the sum of two dollars per annum.

*Water Closets.*—For every water closet beyond one, the sum of two dollars per annum.

All manufacturing and other business requiring a large supply of water, are to be charged therefor, per one hundred gallons, on the average estimated quantity during the year; the year to be estimated at three hundred days, as follows:—

When the quantity used averages two hundred gallons per day, or less, at the rate of five cents per one hundred gallons.

When the quantity used averages from two hundred to three hundred gallons per day, at the rate of four cents per hundred gallons.

Where the quantity used averages from three hundred to one thousand gallons per day, at the rate of three and a half cents per one hundred gallons.

Where the quantity used averages from one thousand to two thousand gallons per day, at the rate of three cents per one hundred gallons.

Where the quantity used averages from two thousand to ten thousand gallons per day, at the rate of two cents per one hundred gallons.

Where the quantity used exceeds ten thousand gallons per day, the price shall be fixed by the Croton Aqueduct Board; but in no case at less than one cent per one hundred gallons.

12. All matters not herein before embraced, are reserved for special contract by and with the Croton Aqueduct Board.\*

#### ARTICLE IV.

##### *Of the Bureau of the Water Purveyor.*

§ 80. This bureau, of which the Water Purveyor shall be the chief officer, is charged with the superintendence of the laying of water pipes, and the construction and repairs of sewers, wells and hydrants, and paving, repaving and repairing the streets.†

\* Ordinance March 20, 1851.

† Amended charter, 1851.

§ 31. The Water Purveyor shall, before entering upon the duties of his office, execute a bond to the Corporation, with one or more sureties, to be approved by the Comptroller, in the penal sum of two thousand dollars, conditioned for the faithful performance of the duties of his office.\*

§ 32. He shall make all estimates necessary to the laying of water pipes and the construction and repairs of sewers, wells and hydrants, and the paving, repaving and repairing of streets, when required by the Croton Aqueduct Board.†

§ 33. He shall keep correct accounts of the time of the men employed, and the work upon which they are engaged, and the expense attending the same, when it is not done by contract, and shall report the same, under oath, once in each week, to the Croton Aqueduct Board.‡

§ 34. He shall examine, audit, and certify to the Croton Aqueduct Board, all accounts for supplies furnished or work done under his supervision, and as to the fulfillment or breach of any contract to be performed under his direction.§

§ 35. He shall, from time to time, examine the state of the water pipes, sewers and underground drains, wells, pumps, hydrants and street pavements, and report all repairs thereof, which, in his judgment, may be necessary, to the Croton Aqueduct Board.||

\* Ordinance May 30, 1849, § 376.

† Ordinance May 30, 1849, § 377, altered to conform to amended charter of 1857, § 24.

‡ Ordinance May 30, 1849, § 378.

§ Ibid. § 379.

|| Ordinance May 30, 1849, § 380, altered to conform to amended charter of 1857, § 24.



§ 36. He shall, with the consent of the Croton Aqueduct Board, employ a competent person to inspect the paving of any street, when done under a contract with the Corporation, whose daily pay shall not exceed one dollar and fifty cents, and which shall be assessed and collected with the other expenses of such paving.\*

§ 37. He shall, with the consent of said Board, employ, on daily pay, as many competent persons as may be necessary, with carts and other implements, to repair the pavements.†

§ 38. He shall, in all matters connected with his bureau, be under the control, direction and supervision of the Croton Aqueduct Board; and in addition to the duties prescribed by this article, shall perform such other duties appertaining to the Croton Aqueduct Department as may be required of him by that Board.‡

§ 39. There shall be in the Bureau of the Water Purveyor, a Contract Clerk, who shall receive an annual salary of one thousand two hundred dollars; and two other clerks, who shall severally receive an annual salary of one thousand dollars.

§ 40. The Water Purveyor shall receive an annual salary of one thousand five hundred dollars.

## ARTICLE V.

### *General Provisions.*

§ 41. The Croton Aqueduct Board may, from time to time, make such rules and regulations in respect to ser-

\* Former duties of Superintendent of Pavements, Ordinance May 30, 1849, §270.

† Ibid. § 271.      ‡ Ordinance May 30, 1849, § 351.

vice and conduit pipes, tapping, paving and repairing the streets, and other matters affecting the distribution of the Croton water, as they may deem proper.\*

§ 42. All work to be done and all materials to be purchased on account of or for the Croton Aqueduct Works, exceeding one hundred dollars, except when such work or materials are rendered immediately necessary by some sudden and unforeseen cause, shall be by contract, after due notice.†

§ 43. Public notice shall be given of the time and place at which sealed proposals shall be received for contracts for or on account of the Croton Aqueduct Works, which notice shall be published at least one week in the papers designated by the Corporation. No alternative or indefinite condition or limitation as to price in a proposal shall be received or acted on; nor shall more than one proposition from any one person for the same contract be received. All the propositions, when more than one is offered, from the same person, for the same object, shall be rejected.†

§ 44. Every person who shall enter into any contract for work to be done on the Croton Aqueduct Works, shall give satisfactory security for the faithful performance of his contract according to its terms; and if any person shall neglect or refuse to perform his contract, he shall be excluded from any interest in any future contract in relation to the Croton Aqueduct Works.†

§ 45. No extra allowance over and above the contract price shall be made to any contractor unless such extra allowance be directed by the Common Council.†

\*10 Proceedings of Common Council, p. 38.      † Ibid. p. 42.

§ 46. All persons contracting for a supply of water, shall pay the cost of the materials and labor used and expended on the streets, necessary to make the connection with the conduit pipes, or pay such annual interest thereon as required by the rules and regulations of the Croton Aqueduct Board. No street shall be opened, nor pipes bored, or connection made, unless under the direction of the Croton Aqueduct Board, under the penalty of fifty dollars for each offence.\*

§ 47. All persons are forbid to open any street pavement and bore any water pipe for the purpose of conducting the water into any dwelling or other edifice, or any other use, under the penalty of fifty dollars for each offence, unless with the written permission of the President of the Croton Aqueduct Board.\*

§ 48. All rents for the use of the water shall be paid in advance, at the time of applying for the water, and before any permit is issued; to be calculated up to the first day of May succeeding; and all rents shall continue to be collected in advance on the first day of May annually, so long as the contract exists; and no contract for the supply of the water shall be binding for a longer period than until the second succeeding first day of May after such contract is entered into.

§ 49. The supply of water shall be cut off in all cases where the rent is behind, and unpaid, ten days.†

§ 50. All rents and other emoluments which may accrue from the use and application of the water, shall, in the first instance, be applied to meet the current expenses and

\* 10, Proceedings Common Council, p. 44.

† Ibid. pp. 43 and 44.

repairs of the Croton Aqueduct Works, next to the payment of the interest on the Water Stock, and lastly to the redemption of said stock.\*

51. The Croton Aqueduct Board shall continue to grant licenses to such persons as it may deem proper, and who will comply with the conditions of this ordinance, for permission to use Croton water from such of the public hydrants as may be designated by said Board, for the purpose of sprinkling the public streets of the city.†

§ 52. Every person who shall thus obtain a license, shall pay to the Croton Aqueduct Board at the rate of one and a half cents for every hundred gallons that shall be respectively used by them for such purpose: the payments to be made monthly under oath. †

§ 53. The sprinklers used by every such person shall conform, in every respect, to a pattern kept in the office of the Croton Aqueduct Board, which shall be in form and shape as follows, that is to say: A tin cylinder six feet in length, curved, so as to give a versed sine of seven inches; of a diameter not to exceed two and one-half inches at the inlet, tapering thence at each end to a diameter of not more than two inches; the four centre sheets or feet of which shall each be pierced with three rows of holes, and the end feet or sheets each with four rows; said holes to be in parallel rows, and at least one-half of an inch apart, and of a size not to exceed number sixteen wire. The first or bottom row of holes shall be at right angles to the inlet, and the sprinkler, when in use, shall be so hung as to throw the water directly on the street; the ends of the cylinder shall be without holes.†

\* 10 Proceedings Common Council, p. 44.

† Ordinance June 7, 1856.

§ 54. Every cart used for sprinkling streets, under the provisions of this ordinance, shall have painted on each side of the cask, and exposed to public view, in black letters of not less than two inches in length, and on a white ground, the name and residence of the person under whose license the work is performed.\*

§ 55. Any person licensed to use Croton water for the purpose of sprinkling the streets as aforesaid, who shall violate the provisions of this ordinance, shall, in the discretion of the Croton Aqueduct Board, have his license revoked.\*

§ 56. If any person shall bathe, go into the Croton water at either of the reservoirs or any part of the Croton Aqueduct, or shall throw any stones, chips or dirt, or any other material substance or thing whatever, into the reservoirs or into the water, or gate-houses, or into the ventilators or aqueduct, or fountain basins, or shall in any manner injure or disfigure any part of the Croton Aqueduct Works, he shall be subject to a fine not to exceed fifty dollars, to be imposed by any Police justice or any magistrate, either on his view, or in a summary manner. And in default of payment of any fine so imposed, such Police justice or magistrate shall commit such offender to the city prison for a period not to exceed thirty days, unless such fine is sooner paid.†

§ 57. In case any person shall trespass on any part of the embankment of the Croton Aqueduct reservoirs, or go or remain on the same, without permission of the proper persons having charge of the same; or in case any person does not comply with the regulations of the Cro-

\* Ordinance June 7, 1856. † 10 Proceedings Common Council, p. 45.

ton Aqueduct Board, as to the times they shall leave the embankments of said reservoirs, or the grounds or buildings attached to said reservoirs, that then and in that case such person shall be subject to a fine of twenty-five dollars, to be levied and collected in the manner prescribed in the last section; and in default of payment, imprisonment, as in like manner, not to exceed twenty days, in the city prison.\*

§ 58. No person or persons except the Mayor, Aldermen and Councilmen of the respective districts shall, without previous permission in writing from the Croton Aqueduct Board, unscrew or open any hydrant belonging or attached to the Croton Aqueduct Works, erected for the extinguishment of fires, except in cases of fires in the neighborhood; nor shall leave said fire hydrant open for a longer time than shall be limited in said permission; nor shall use the water for other purposes than may be mentioned in said permission; under the penalty of not less than five dollars nor more than twenty-five dollars for each offence, in the discretion of the magistrate before whom the complaint shall be made.†

§ 59. No person or persons except such as may be licensed by the Croton Aqueduct Board to sell water to shipping, shall take the water from any hydrant erected or to be erected in the city of New York, and attached to the Croton water pipes, for the purpose of selling the said water or offering it for sale, under the penalty of twenty-five dollars.‡

\* 10 Proceedings Common Council, p. 45.

† Ibid. 216, 217. Ord. Sep. 7, 1845. Am. April 13, 1843. Am. Dec. 9, 1847.

‡ Ordinance Sept. 7, 1842. Amended April 13, 1843.

§ 60. The Water Purveyor is instructed to cause the hydrants to be kept closed, and report all violations of the law to the Corporation Attorney. \*

§ 61. The Croton Aqueduct Board shall at all times, when the general supply of water is not thereby endangered, permit the City Inspector to order the hydrants to be used for cleaning the streets, under the regulations of said Board.†

§ 62. No person or persons shall use the Croton water for washing streets, sidewalks, steps or buildings, from the first day of May to the first day of November following in each year, after 8 A. M.; and from the first day of November to the first day of May following, after 9 A. M., under the penalty of five dollars for each offence.‡

§ 63. Any person or persons who shall obstruct the access to the different stop cocks connected with the water pipes, by placing thereon stone, brick, lumber, dirt, or any other materials, or who shall permit any such materials to be placed thereon by those in his or their employ, shall be subject to the penalty of fifty dollars for each offence, with an additional sum of twenty-five dollars for each day the same shall be continued after notice of removal shall have been served.§

§ 64. The penalties prescribed in sections 58, 59 and 63 of this ordinance, shall be imposed on the offender in like manner as is provided in section 56 of this ordinance in respect to the penalty therein prescribed; and in default of the payment, the offender shall be subject to

\* Res. April 23, 1843.      † Am. Charter of 1857, § 27.

‡ Ord. July 3, 1844.      Am. Feb. 14, 1853.      § Ord. Dec. 14, 1844.

the like punishment by imprisonment as in the said section prescribed.\*

§ 65. All ordinances and resolutions of the Common Council inconsistent with the provisions of this ordinance, are hereby repealed; but this repeal shall not affect any act done or right accrued under any ordinance or resolution hereby repealed.

§ 66. This ordinance shall take effect immediately.

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\* Ordinance April 13, 1843, and Dec. 14, 1844.



ANNUAL REPORT  
OF THE  
CHIEF ENGINEER  
OF THE  
FIRE DEPARTMENT



OF THE  
CITY OF NEW YORK.

TRANSMITTING THE NUMBER OF FIRES AND ALARMS, THE AMOUNT OF DAMAGE IN EACH MONTH, TOGETHER WITH THE NAMES, OCCUPATION, BADGE NUMBERS, AND RESIDENCE OF THE MEMBERS OF THE DEPARTMENT; ALSO, THE CONDITION OF THE HOUSES AND APPARATUS, AS THEY APPEAR ON THE BOOKS OF THE CHIEF ENGINEER, JANUARY 1st, 1859.

NEW YORK:  
CHAS. W. BAKER, PRINTER, 29 BEEKMAN STREET.

1859.

THE  
CHIEF JUSTICE  
OF THE  
SUPREME COURT  
OF THE UNITED STATES



JOHN MARSHALL  
CHIEF JUSTICE  
OF THE  
SUPREME COURT  
OF THE UNITED STATES  
1801-1835

# BOARD OF ALDERMEN,

FEBRUARY 18, 1859.

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The following Annual Report of the Chief Engineer of the Fire Department was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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OFFICE CHIEF ENGINEER FIRE DEPARTMENT,  
21 Elizabeth street,  
NEW YORK, FEBRUARY 18, 1859.

*To the Honorable the Common Council  
of the city of New York :*

GENTLEMEN:—In compliance with the charter and ordinances of the city, I present herewith the Annual Report of my Department and the condition of the organization under my charge. It is with gratification that I am enabled, in my statistical summary, to furnish such details as exhibit the Fire Department of this city to be in a flourishing condition.

During the past year, it has been my earnest and sincere desire so to arrange the working of the force under my command as to give the greatest possible security to property, without imposing any onerous or unnecessary labor upon the Department. By a judicious qualification of district and other duty, I have been successful in providing for every emergency and danger which might arise;

and the beneficial results of this plan can be witnessed in improved efficiency in the Department, with less expense to the public treasury. The administration of the duties of my position have been, so far as my own power extended, marked with economy, though, at the same time, not permitting any branch of the Department to be weakened, by withholding such expenditures as, in my judgment, were judicious and necessary.

A previous cause of complaint during former years (that of rowdyism and disorder) has been effectually remedied; and I am free to say, that the Department has never been in such perfect discipline, or bearing so truthfully a reputation for good order, as at the present time.

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### *Force of the Department.*

#### STATISTICAL AND NUMERICAL.

The working organization of the Department consists, at the present time, of the following force:

Fourteen engineers; nineteen hundred and twenty-two members of engine companies; twelve hundred and sixty-two members of hose companies; and five hundred and two members of hook and ladder companies—making a total of three thousand seven hundred men, being an increase of one hundred and forty-one over the number stated in the last report of the Chief Engineer.

The above are divided into forty-seven engine companies, fifty-seven hose companies, and fifteen hook and ladder companies.

There are forty-nine engines in good condition, seven

ordinary, and three building; thirty-nine hose carriages in good condition, fifteen ordinary, and two building; ten hook and ladder trucks in good condition, five ordinary, one building, and one rebuilding; forty-nine hose-tenders in good condition, and five ordinary.

There are in use in the Department, forty-four thousand seven hundred feet of hose in good condition, and thirty-four thousand one hundred and fifty feet in ordinary condition.

### *Number of Men allowed to each Company.*

First Class Engine Companies	are entitled to.....	70
Second	" " " to.....	60
Third	" " " to.....	50
Hook and Ladder	" " " to.....	50
Hose	" " " to.....	30

As per resolution adopted by the Board of Councilmen, October 20, 1856.

Adopted by the Board of Aldermen, December 31, 1856.

### *Loss by Fire.*

The amount of loss by fire during the present year, presents an increase in amount over that submitted in my last report; but at the same time, it is far less than the damage proportion of previous years. The destruction of the Crystal Palace has added largely to the aggregate; but as the estimated value of that building for practical purposes is far below the value which has been placed upon it as an exhibition edifice, it will be seen that in this instance alone a large addition has been made to the loss by fire, when, in reality, but a small amount could have been realized from the sale of the building.



## Locations for Fire Apparatus,

### IN SEVENTH AND EIGHTH DISTRICTS.

I desire to call the attention of your Honorable Body to the fact, that several of the most efficient companies located in the Seventh and Eighth districts, will, in a short time, be without locations. The houses now occupied by the apparatus alluded to, are upon leased ground, the tenure of which will expire in a few months.

It is indispensable that this important arm of the service should be at once provided with new locations; and when it is considered how short a time will elapse before the leases expire, no delay should deprive the community of the valuable aid of the companies so unfortunately situated. Your Honorable Body have decided by resolution to extend Beekman street through the Park, until it intersects Park place, and I would suggest the propriety of causing to be erected at the southern extremity of the Park suitable buildings to be used for the Fire Department.

I present the following companies as being in want of locations, and I trust that speedy action will be taken to meet the emergencies of their being thrown out of service:

Engine	Company	No.....	20
Do.	do.	" .....	21
Do.	do.	" .....	42
Hose	do.	" .....	25
Do.	do.	" .....	27
Do.	do.	" .....	56

### New Bell Towers.

By the burning of the cupola and bell tower on the City Hall, the lower section of the city is without a "look out," with the exception of the Post office cupola, which is the only one in the lower part of the city.

By increased vigilance in the appointment by the Mayor of bell ringers at Fulton and Washington markets, I have been enabled to make temporary arrangements to supply the loss of the bell tower on the City Hall, and as that building is to be rebuilt, I hope that a proper and suitably elevated "look out" will be erected on the old site.

I am still of opinion that a bell tower should be erected on Tompkins market, junction Bowery, Third and Fourth avenues: the want of an alarm bell in that portion of the city being seriously felt by our citizens, while, at the same time, it would lead to increased promptness and efficiency by the Department.

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### Bell Ringers and their Appointment.

The annoyance and disorder occasioned by ringing for false alarms of fire—on Sundays particularly—has been all remedied by the enforcement of the ordinances governing the bell ringers. The frequency of alarms of fire upon the Sabbath was a cause of complaint from all peaceable citizens; and I have been enabled, by stringent regulations, to prevent in a great measure any recurrence of this objectionable practice.



### Fire Telegraphic Apparatus.

This invention, which was originally destined materially to assist the Department in a prompt attendance at fires, is of little service at the present time, except on the bell stations. There should be some method of communicating alarms to the stations of the fire apparatus, and I would suggest the propriety of an inquiry into the most feasible and economical plan. I am clearly of the opinion that the fire telegraph could be made a valuable auxiliary to the Department, and by expediting an alarm render prompt attendance imperative, and thus prevent the spread of any conflagration, from delay in finding its locality.

### Stations of Large Ladders, (EXTRA).

For the better security of life and property, I have had eighteen large ladders constructed, and stationed at the following places for use in case of fire, viz:

	FT. LADDER.
1. Battery Railing, Whitehall street side.....	52
2. Franklin Market, lower side.....	52
3. Trinity Church, rear.....	52
4. Peck Slip Ferry House, lower side.....	42
5. St. George's Church, Beekman and Cliff streets..	44
6. North Dutch Church, Ann and William streets..	42
7. St. Paul's Church, Fulton street side.....	50
8. City Prison, Leonard street side.....	44
9. City Hall Park, Chatham street side.....	42
10. " " Broadway ".....	42
11. Duane Park, Duane and Hudson streets.....	42

12. St. John's Park, Beach street side.....	42
13. St. Stephen's Church, Broome and Chrystie sts..	42
14. St. Thomas' Church, Broadway and Houston st..	42
15. Washington Parade Ground, Fourth street side..	42
16. Stuyvesant Park, east side.....	52
17. Madison Park, Broadway side.....	42
18. Engine house 33, Fifty-eighth st., near Broadway.	42

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### **Repairs and New Buildings for the Department.**

The organization of the Street Commissioner's Department, during the past year, has, in a measure, provided for the erection and repairs to houses occupied by fire apparatus; but there are many companies who have been for some time awaiting the action of the Street Commissioner in commencing the necessary repairs ordered by the Common Council. While the power rested in my hands, under the late acting Street Commissioner, the work was expeditiously and economically performed, and I presume that the Street Department will, at an early day, carry out the resolutions passed by the Common Council, in relation to new buildings and repairs for the Fire Department.

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### **Badges.**

Practical experience has demonstrated that the present system under which badges are distributed to the members of the Fire Department, is in many cases entirely inoperative, and needs amending to render it a protection to the Department.

The Board of Representatives have had the subject under consideration, and a committee has been appointed to revise and amend the law, so as to make it more stringent in its penalties, and further provide against many of the abuses which are incapable of remedy in the present defective condition of the law.

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### *Fire Commissioners.*

The Board of Fire Commissioners, to whom the Fire Department and the community are largely indebted for the good order and discipline which now prevails, have duties to perform which at times may be unpleasant, but which result in the general prosperity and welfare of the Department. It is an arduous and embarrassing position to fill the duties of the Board of Fire Commissioners, having to devote two evenings in the week during the year in deciding upon the cases brought before that body. The gentlemen composing that commission have labored zealously on behalf of good order and discipline, and mainly through their efforts they have elevated the character of the Department for discipline and efficiency, and are diligently carrying out the objects for which they were organized by impartiality and sound judgment.

I cheerfully endorse the Board of Fire Commissioners as the conservators of many necessary reforms which have lately taken place in the Department, and to their assistance I owe much in the preservation of the Department in its present orderly state. The Board of Commissioners in their judgments are actuated solely by a desire to perpetuate the Fire Department as an organized

volunteer force, protected by discipline and good order, as the reliance of our citizens in time of danger; and to accomplish this end, their decisions must bear equally upon all cases, and in this respect their deliberations have been of the most impartial character.

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### *Steam Fire Engines.*

During the past year the Department has been much agitated on the subject of steam fire engines, and the merits of this innovation on hand-power have been freely commented upon, not only in the Department, but by all classes of our citizens. The Common Council, some time since, ordered for the use of the city two large steam fire engines from Messrs. Lee & Larned, patentees. Those engines have been completed, and experimental exhibitions of their powers have been given at different times. It cannot be denied that steam fire engines possess qualifications of power not possessed by hand apparatus, but the necessity for their use in this city is a question which time can alone determine.

Since their acceptance from the contractors by the city, they have been put in practical operation on two occasions, viz: the fire in Duane street, on the evening of Jan. 17th, and at the fire in South street, January 24, 1859. From the result of their operations, I am free to say that the expectations hoped from their introduction have not in any manner been realized.

The steam engines now owned by the city are large in size and powerful in action, and if permitted to discharge

water at every fire, would entail more damage by that element than the one it is sought to subdue. The propriety of their introduction into general use is questionable, in my judgment, though their services may be rendered effective on extraordinary occasions, when the Department might be called on to do extra or laborious duty. In this respect they may prove an addition as an auxiliary branch of the Department; but to be relied upon as the effective weapon of defence against fire, I am disposed to question their capability and quickness of operation.

The city of New York is protected by a volunteer Fire Department unequaled in the world, and on their promptness in responding to the call of duty, the community rely for protection against the ravages of fire.

The introduction of steam fire engines would embarrass seriously the volunteer system, though as an adjunct to that valuable institution, it may assist materially in relieving the members of the Department of many disagreeable and laborious duties. The Common Council, in their decision upon the practicability of the introduction of steam fire engines, should carefully consider the relative expense and services rendered by the Department, as at present constituted, and the applicability and cost of the newer power sought to be used.

As the Common Council have ordered the steam fire engines to be built, it is my duty, as an officer in the city government, to give the apparatus an impartial trial on their merits alone, when, if they demonstrate what their friends claim that they are capable of accomplishing, others of improved and lighter construction, to be taken to fires

by hand-power, can be readily procured, if deemed necessary.

### *Sale of Old Materials.*

I have, during the past year, at stated periods, returned to the Comptroller and Common Council the amount of revenue derived from the sale of old materials in the Corporation yard attached to the Chief Engineer's office. By direction of the Street Commissioner (October 4th, 1858,) I have delayed any further sales until otherwise ordered. The subjoined summary will explain the amounts paid into the city treasury, as the proceeds of such sales.

1858. . From February 18th to May 18th . . . .	\$188 23
"      "    May 18th to October 4th . . . . .	477 98
Total . . . . .	<u>\$666 21</u>

### *Initiated Firemen's Certificates.*

I have received two thousand four hundred and two dollars (2,402) for twelve hundred and one initiated firemen's certificates, and paid the same to John S. Giles, Esq., Treasurer of the Widows and Orphan's Fund of the New York Fire Department.

### *General Review for 1858.*

The Street Commissioner, G. W. Smith, Esq., has appointed, under resolution of your Honorable Body, Mr.

John B. Leverich, an exempt fireman and a practical machinist by profession, Superintendent of Fire Apparatus.

The new hose ordered by the Common Council have been partially delivered; twenty-five thousand feet are now under contract, and in a short time the remainder of that quantity will have been furnished by the contractors. This amount, with what is already on hand of old hose, will be sufficient to meet the wants of the Department for some time to come.

In the transactions connected with the administration of the duties of the office of Chief Engineer of the Fire Department, I cannot refrain from testifying my approbation of the course pursued by the Committee on Fire Department of both Boards of the Common Council, and the general disposition manifested by the city government to encourage and preserve the efficiency of the department. Without the aid of the Common Council, the Department would be in an inefficient condition, and the cheerfulness with which every application has been responded to, is a renewed proof of the confidence of the members of the city government in the present volunteer system.

To the active and efficient Fire Marshal, Alfred E. Baker, Esq., I am under many obligations for the energy displayed by him in investigations and prosecutions arising from cases of incendiarism.

The Board of Assistant Engineers, who have been compelled to do extra duty in consequence of my continued sickness, are entitled to every commendation for the prompt and efficient manner in which they have performed

their duties. I feel called upon to bear grateful testimony to the able and faithful attention which they have ever displayed to the interests, not only of the Fire Department, but of the citizens of New York.

Respectfully submitted,

HENRY H. HOWARD,  
*Chief Engineer Fire Department.*



# OFFICERS

## OF THE

# New York Fire Department.

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DAVID MILLIKEN, *President*, .....23 Murray street.  
 WILLIAM A. WOODHULL, *Vice-President*, .....184 Henry street.  
 WILLIAM H. WICKHAM, *Secretary*, .....101 Lexington avenue.  
 JOHN S. GILES, *Treasurer*, .....181 Tenth street.  
 DAVID THEALL, *Collector*, .....112 Fourth street.

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### BOARD OF TRUSTEES.

HENRY A. BURR, *President*, .....33 Seventh street.  
 JAMES KELLY, *Secretary*, .....330 Pearl street.  
 JONAS N. PHILLIPS, .....267 Ninth street.  
 JAMES Y. WATKINS, .....28 Henry street.  
 ZOPHAR MILLS, .....207 Madison street.  
 SAMUEL B. THOMPSON, .....243 West 19th street.  
 WILLIAM WILLIAMS, .....117 West 19th street.  
 A. F. OCKERSHAUSEN, .....137 Henry street.  
 ROBERT MCGINNIS, .....73d street, bt. 3d and 4th avenues.

## BOARD OF FIRE COMMISSIONERS.

ROBERT H. ELLIS, <i>President</i> , .....	574 Broome street.
WILLIAM WRIGHT, .....	282 West 22d street.
JOHN W. SCHENCK, .....	41 West 32d street.
NELSON D. THAYER, .....	48 Eighth avenue.
HENRY WILSON, .....	31 Sixth avenue.
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ROBERT M. HEDDEN <i>Clerk</i> , .....	12 Charlton street.

## BOARD OF FIRE WARDENS.

JOHN T. HARDING, <i>President</i> , .....	647 Fourth street.
M. EICHELL, .....	143 Forsyth street.
LOUIS C. MEEKS, .....	336 Front street.
ROBERT B. SANDERSON, .....	157 Franklin street.
GEORGE C. BROWN, .....	60 Greenwich avenue.
WM. H. McDONOUGH, .....	125 Mulberry street.
THEODORE KEELER, .....	280 Fourth avenue.
JOHN S. CLAYTON, .....	148 Sullivan street.
JOHN DOWNEY, .....	127 Christopher street.
JAMES M. MACGREGOR, .....	149 Rivington street.
JOHN CLEMENTS, .....	542 Broome street.
ENOCH SMITH, .....	261 Greenwich street.
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JOHN J. TINDALE, <i>Secretary</i> , .....	21 Elizabeth street.

## Board of Engineers.

CHIEF ENGINEER,

HENRY H. HOWARD,

(Exempt Badge No. 1500.)

Office, No. 21 Elizabeth street—Residence, No. 108 Leonard street.

### ASSISTANT ENGINEERS.

NAMES.	Badge	OCCUPATION.	RESIDENCE.
JOHN A. CREGIER,.....	B	Surveyor,.....	51 Morton street.
JOHN BAULCH,.....	C	Hatter,.....	76 Frankfort street.
PETER N. CORNWELL,...	D	Machinist, ....	13 Essex street.
JOHN DECKER, .....	E	Merchant, ....	13 Ann street.
ELISHA KINGSLAND,....	F	Melodeon-maker,	44 First street.
WILLIAM T. MAWBREY,...	G	Tinsmith, .....	127th st., 3d & 4th avs.
TIMOTHY L. WEST,.....	I	Carpenter, ....	259 West 17th street.
JAMES F. WENMAN,.....	J	Cotton-broker,..	25 West 27th street.
EDWARD W. JACOBS,....	K	Plumber, .....	57 Gouverneur street.
G. JOSEPH RUCH, ....	L	Cabinet-maker, ..	347 Third avenue.
JOHN BRICE, .....	M	Inspector, .....	282 West 31st street.
DANIEL DONNOVAN, ....	N	Printer, .....	20 Madison street.
WILLIAM HACKETT, .....		Plumber, .....	151 Broadway.

JOHN A. CREGIER, *Representative to Board of Representatives.*

JAMES F. WENMAN, *Representative to Board of Foremen.*

## Hudson Engine Company, No. 1.

Stationed at No. 188 West Forty-seventh street.

House in bad condition. Engine second class, piano style, 8-inch cylinder, 9-inch stroke, in good condition, built in 1850, by A. Van Ness. Present number of men 41. 800 feet of hose, all of which is good. The company, also, have a hose tender, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Hamill, <i>Foreman</i> ...	1978	Mason .....	199 West 43d street.
Mich. Morrissey, <i>Assistant</i> ,	21	Butcher .....	669 Eighth avenue.
Thomas Jack, <i>Secretary</i> ..	1378	Coppersmith ...	237 West 40th street.
William E. Haskins.....	811	Clerk.....	48th st., near B'dway.
William Rogers .....	20	Junk merchant..	278 West 47th street.
William J. Adams.....	3505	Mason .....	56 West 41st street.
Charles W. Morgan.....	1861	Cartman .....	58 West 41st street.
Frederick Haubner ....	1460	Cord and Tassel,	546 Eighth avenue.
William Hamill .....	22	Fish merchant..	171 West 42d street.
Nicholas Boss .....	853	Milkman .....	223 West 37th street.
John Clendening.....	2117	Waterman .....	1219 Broadway.
Peter Arthur .....	....	Shoe-maker.....	196 West 38th street.
William J. Winterson...	1169	Carpenter .....	186 West 44th street.
John Curren.....	452	Fish merchant..	194 West 47th street.
Theodore C. Haubner ...	299	Cord and Tassel,	544 Eighth avenue.
James A. Olone .....	2562	Gilder.....	7th av., 48th & 49th st.
John B. Lambertson ....	71	Mason .....	706 Eighth avenue.
John W. Dusenbury ....	2381	Produce dealer..	202 West 47th street.
James Bisland.....	2572	Carpenter .....	257 West 35th street.
David McBride.....	16	Painter .....	511 Ninth avenue.
George Brenan.....	3223	Carpenter .....	10th av. and 51st st.
Washington Keeler ....	3757	Jeweler.....	182 West 39th street.
Richard S. Stanley.....	3089	Brush & B'm m'r,	200 West 38th street.
John Zimmerman.....	3871	Carpenter .....	424 Tenth avenue.
Julius Beck.....	3950	Cord and Tassel,	544 Eighth avenue.
John Gleason .....	1080	Clerk .....	621 Eighth avenue.
Louis A. Lallement ....	1136	Blacksmith.....	Broadway & 54th st.
David McCord .....	1839	Feed merchant..	222 West 48th street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Edward Allin .....	1113	Machinist.....	188 West 47th street.
Eneas J. Daly.....	1001	Carpenter.....	261 West 51st street.
George Wolfart .....	....	do .....	41st street & 9th av.
Joseph Smith .....	2182	Stair-builder ...	671 Eighth avenue.
William J. Rogers.....	....	Carpenter .....	133 West 41st street.
Jacob Morgan .....	....	Tinsmith .....	600 Ninth avenue.
Robert Roberts .....	....	do .....	510 Tenth avenue.
James McVey.....	....	Tool-maker ...	133 West 42d street.
Samuel J. Harris .....	....	Painter .....	195 West 44th street.
John H. Buel .....	....	Druggist .....	286 West 37th street.
James Hamblin .....	....	Trunks.....	150 West 41st street.
George W. Brennan.....	....	Pork-packer ...	191 West 42d street.
James Flay .....	....	Tin-roofer.....	188 West 47th street.

William J. Adams and Charles W. Morgan, *Representatives.*

### Excelsior Engine Company, No. 2.

*Stationed at No. 21 Henry street, near Catharine street.*

House in good order. Second-class company, but at present using third-class, piano style engine, 6½-inch cylinder, 9-inch stroke, in good condition. Present number of men 44. 550 feet of hose, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
E. J. Knight, <i>Foreman</i> ...	677	Off. Sup'e Court.	111 Canal street.
Thomas Healy, <i>Assistant</i> .	652	Pianoforte mkr..	167 Division street.
J. McDermott, <i>Secretary</i> .	116	Picture framer..	65 Market street.
De Lancey W. Knevels..	2	Surveyor .....	22 Henry street.
Robert A. Jones.....	1918	Hatter .....	77 Forsyth street.
Thomas Kenny .....	96	Carriage-maker .	9½ Frankfort street.
Lawrence A. Mulry.....	2737	Contractor.....	12 Ludlow street.
William A. Smith .....	....	Varnisher .....	21 Bowery.
M. J. Hayes.....	1830	Engine-builder..	39 Eldridge street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Franklin Waterbury . . . . .	...	Surveyor . . . . .	85 Hester street.
Herman Peitsch . . . . .	...	Assayer . . . . .	139 Elizabeth street.
Denis Hayes . . . . .	34	Machinist . . . . .	6 Vandewater street.
Daniel K. Cosgrove . . . . .	45	do . . . . .	— Frankfort street.
James Hand . . . . .	44	Lithographer . . . . .	21 Bowery.
Edward J. Burns . . . . .	72	Clerk . . . . .	do.
Frederick R. Pietch . . . . .	2571	Printer . . . . .	299 Pearl street.
John Hogan . . . . .	2595	Butcher . . . . .	27½ Chrystie street.
Hugh Gillen . . . . .	295	Gilder . . . . .	180 Mott street.
Robert J. Waite . . . . .	80	Compositor . . . . .	88 Henry street.
Thomas McNabb . . . . .	3170	Jeweler . . . . .	128 Madison street.
John M. Waite . . . . .	3595	Cartman . . . . .	88 Henry street.
Daniel A. Keenan . . . . .	3646	Clerk . . . . .	6 Monroe street.
John M. Halpin . . . . .	3659	Blacksmith . . . . .	120 Henry street.
P. J. Mullaly . . . . .	3730	Painter . . . . .	42 Monroe street.
John Beatson . . . . .	3808	Varnisher . . . . .	77 Division street.
Thomas P. Quinlan . . . . .	3884	Clerk . . . . .	78 Henry street.
James Commerford . . . . .	2260	Stereotyper . . . . .	9 Monroe street.
Francis Matthews . . . . .	3079	Gas-fitter . . . . .	24 Ludlow street.
Francis Osborne . . . . .	2885	Cooper . . . . .	35 Monroe street.
Nathaniel Spence . . . . .	117	Bonnet frame-m'r . . . . .	92 East Broadway.
John G. Harris . . . . .	2496	Cartman . . . . .	59 Monroe street.
John McCann . . . . .	251	Clerk . . . . .	43 Forsyth street.
John G. Burke . . . . .	2796	Cartman . . . . .	39 Monroe street.
William Mathews . . . . .	3866	Gas-fitter . . . . .	24 Ludlow street.
Jeremiah Tuomey . . . . .	...	Painter . . . . .	104 Mulberry street.
John J. Reed . . . . .	3983	Calker . . . . .	100 White street.
P. H. Keenan . . . . .	...	Plumber . . . . .	6 Monroc street.
Richard Sheridan . . . . .	...	Bonnet frame-m'r . . . . .	39 Eldridge street.
Mortimer J. Lyons . . . . .	...	Plumber . . . . .	13 Oak street.
P. Henry Stewart . . . . .	...	Painter . . . . .	87 Mulberry street.
John F. Flynn . . . . .	...	Locksmith . . . . .	205 Division street.
Denis Dunn . . . . .	...	Soda-water manf. . . . .	66 East Broadway.
William A. Van Cott . . . . .	...	Cooper . . . . .	71 Catharine street.
William Murphy . . . . .	...	Porter . . . . .	176 Madison street.

De Lancey W. Knevels and Robert A. Jones, *Representatives.*

**Niagara Engine Company, No. 4.***Stationed at No. 220 Mercer street.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinder, 9-inch stroke, in good condition; built in 1849, by James Smith; rebuilt in 1852, by Pine & Hartshorn. Present number of men 43. 700 feet of hose, in ordinary condition. This company have, also, a hose tender, in good condition. Performs duty in the Fourth and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
R. W. Adams, <i>Foreman</i> ..	49	Saddler .....	34 Fifth street.
Wm. Forbes, <i>Assistant</i> ...	3548	Artist.....	207 Greene street.
O. P. Forbes, <i>Secretary</i> ..	2886	do .....	do.
L. De G. Brookes.....	50	Prof. of Dancing.	351 Broome street.
Charles K. Hyde .....	2438	Carpenter .....	271 Elizabeth street.
Thomas Leavy .....	896	Marble-cutter ..	112 East 34th street.
John E. Newman.....	1316	Carpenter .....	205 Allen street.
James Faye.....	64	Prof. of Dancing.	52 Madison street.
Samuel Nash .....	65	Tinsmith .....	180 Prince street.
Isaac T. Jones .....	2178	Machinist.....	13 Greenwich avenue.
John H. Meeks.....	2245	Carpenter .....	444 Fourth street.
Patrick Riley.....	61	Machinist.....	237 Sullivan street.
Charles B. Moses.....	370	Carpenter .....	110 Third avenue.
Charles P. Hone .....	60	Clerk.....	16 Fifth street.
Thomas Senneck .....	3632	Painter .....	217 Wooster street.
Andrew Beatty.....	243	Tinsmith.....	329 Ninth street.
Thomas P. Edwards ....	2484	Carpenter .....	207 Greene street.
George Rollins .....	3924	Pianoforte mkr..	180 Avenue B.
James Judge.....	1194	Ship-carpenter..	327 Ninth street.
John Judge.....	843	Plumber.....	do.
Gilbert E. Underhill ....	645	Merchant.....	65 Fifth street.
George Vanderbilt.....	483	Carpenter .....	301 Bowery.
William Bloxham .....	439	Clerk.....	111 Sixteenth street.
John Larkin .....	3844	Printer.....	227 Sullivan street.
Thomas Judge .....	3036	Ship-carpenter..	327 Ninth street.
Frank Robb .....	3185	Gilder.....	221 Thompson street.
James Rogers.....	3279	Carpenter .....	229 Sullivan street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Corcoran .....		Plumber .....	327 Ninth street.
Louis W. Lein .....	3235	Artist .....	40 First street.
John Nichols .....		Clerk .....	13 Fifth street.
William E. Looker .....	3401	Manhat. Gas Co.	136 East 14th street.
John Nagengast .....		Turner .....	193 Orchard street.
Martin Kraus .....		Cabinet-maker ..	55 Thompson street.
Charles Morse .....		Machinist .....	3 Second avenue.
Arthur Ward .....		do .....	336 Ninth street.
James Denin .....		Clerk .....	243 Elizabeth street.
George Marsh .....		Carpenter .....	174 Elizabeth street.
James E. Nangle .....		Cooper .....	351 Ninth street.
John Handy .....		Printer .....	54 Carmine street.
John Cranston .....		Clerk .....	364 Ninth street.
David L. Stage .....		Machinist .....	25 Carmine street.
Curtis B. Lowerre .....		Lumber .....	11 Fifth street.
Richard Norris .....		Machinist .....	328 Ninth street.

Samuel Nash and Charles P. Hone, *Representatives.*

### Protection Engine Company, No. 5.

*Stationed at 61 Ann street.*

House in good order. Engine second class, piano, crane neck, 8-inch cylinder, 9-inch stroke; built in 1856, by James Smith, in good condition. Present number of men 39. 800 feet of hose, in ordinary condition. This company have, also, an old New York style engine, 6½-inch cylinder, 9-inch stroke, in good condition; also, a hose tender in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. C. Lyons, <i>Foreman.</i>	126	Merchant .....	31 North Moore st.
John Clark, <i>Assistant.</i>	247	Printer .....	61 Ann street.
Jas. McDonald, <i>Secretary.</i>	284	Sign-painter .....	18 Cherry street.
John F. McGrath .....	2139	Merchant .....	377 Washington st.
James F. Heoran .....	119	Printer .....	88 Ann street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Fiddes ... ..	121	Bookbinder ....	86 Leonard street.
George Ritter.....	118	Boot-maker ....	18 College place.
William Field.....	2548	Painter .....	61 Ann street.
Charles Savage.....	783	Gold-refiner ....	291 Pearl street.
Michael McCabe.....	2398	Engineer .....	48 Centre street.
John J. Moloney .....	2325	Clerk .....	61 Ann street.
Thaddeus Ferris .....	2310	Carpenter.....	do.
Jeremiah O'Connor ....	2237	Printer .....	10 Rector street.
James M. Conner.....	2320	Merchant.....	18 City Hall place.
Andrew Gilmour .....	2092	Machinist.....	61 Ann street.
John F. Horan.....	785	Clerk .....	68 Cliff street.
John Myers.....	2028	Jeweler .....	61 Ann street.
Henry Wolsey .....	3081	Clerk.....	do.
Charles Bremen .....	3082	Jeweler .....	11 Leonard street.
Martin Guthrie.....	3610	Printer .....	22 Chestnut street.
Thomas Macanley .....	1805	Clerk .....	61 Ann street.
Augustus Spence.....	3765	do .....	15 City Hall place.
Frederick Burns.....	3982	do .....	61 Ann street.
John Donnelly .....	515	Carman .....	64 Beekman street.
Thomas W. Chandler....	319	Cutter .....	100 Cliff street.
Charles McIntyre.....	510	Compositor ....	61 Ann street.
Henry A. Gascoe....	1225	Carpenter .....	118 Franklin street.
John Sicot .....	593	Clerk .....	61 Ann street.
Charles French.....	....	Merchant .....	4th st. & Thompson st.
Robert L. Jones.....	2509	Clerk .....	61 Ann street.
John A. Johnston .....	567	Watchman.....	do.
John Ira Grossman .....	3429	Printer.....	100 Grand street.
Charles Irish.....	305	Merchant .....	75 White street.
James Cannon .....	122	Tinsmith .....	72 Pitt street.
Oliver Barratt.....	123	Gas-fitter .....	121 Franklin street.
Joseph Evans .....	132	Compositor ....	66 Cliff street.
James Dorsey.....	120	Merchant .....	25 Allen street.
Samuel Yates .....	5	do .....	84 Forsyth street.
Daniel Van Winkle.....	578	Carpenter .....	61 Ann street.

James F. Heoran and James Fiddes, *Representatives.*

**Americus Engine Company No. 6.***Stationed at No. 269 Henry street.*

House in good order. Engine first class, Shanghai style, 9½-inch cylinders, 10-inch stroke; built in 1856, by Torboss & Co. Present number of men 69. 900 feet of hose, all of which is good. This company have, also, a second-class engine, Philadelphia style, 8½-inch cylinder, 9-inch stroke, in good condition; also, a hose tender, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. B. Dunley, <i>Foreman</i> .	90	Copper-puncher.	66 Pike street.
T. J. Shandley, <i>Secretary</i> .	3284	Librarian .....	505 Grand street.
William Anspake .....	81	Calker .....	241 Cherry street.
William Gayte .....	98	Stone-cutter....	35 Gouverneur street.
Richard Kimmens .....	233	Cigar-maker ....	269 Henry street.
Jesse S. Sickles .....	6	Printer.....	141 Forsyth street.
John Kimmens .....	82	Calker.....	232 Monroe street.
Christian Van Blarcom..	111	Painter .....	269 Henry street.
George W. Vermilyea...	84	Calker .....	241 Cherry street.
Charles T. Graver .....	92	Cooper .....	269 Henry street.
John Graver .....	95	Ship-fastener ...	do.
Eugene McDonald .....	100	Machinist.....	232 Monroe street.
John McGarigal.....	102	Stone-cutter....	118 Eldridge street.
George W. Roosevelt....	218	Ship-carpenter..	283 East Broadway.
John Kenney.....	2176	Sail-maker ....	South cor. Jackson st.
William H. Burns.....	129	Spar-maker ....	269 Henry street.
John Buckbee.....	103	Plumber.....	33 Rutger street.
Jacob Van Riper.....	2091	Cartman .....	15 Scammel street.
John W. Baughman ....	104	Clerk.....	29 Gouverneur street.
James R. Shannon.....	106	Machinist.....	73 Pitt street.
John Berry.....	2051	Printer.....	5 Attorney street.
Thomas McCabe .....	107	Cartman .....	53 Rutger street.
Samuel McGarrigal .....	373	Plumber .....	118 Eldridge street.
Joseph Hughes.....	2491	Chair-maker ....	42 Lewis street.
George E. Mann.....	2477	Calker .....	269 Henry street.
Nicholas Lawson .....	2575	Ship-carpenter..	32 Jefferson street.
John Jarvis Fox .....	2784	Calker .....	97 Cannon street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John H. Butler .....	2794	Calker .....	269 Henry street.
Isaac Warks .....	2963	Bookbinder ....	78 Suffolk street.
James McConnell .....	513	Printer .....	28 Suffolk street.
Samuel Cutler .....	156	Chair-maker ...	304 Rivington street.
Luke Gallagher .....	91	Calker .....	269 Henry street.
Edward Fitzpatrick .....	86	Clerk .....	66 Ridge street.
James Vaughan .....	3114	Ship-carpenter..	5 Hester street.
John McKensie .....	112	Tobacconist ....	214 Cherry street.
Michael J. Breen .....	2206	Cartman .....	269 Madison street.
John J. Magee .....	2132	Moulder .....	66 Ridge street.
John Malone .....	3164	Weighmaster... 5	Hester street.
Patrick H. Berrell .....	87	Cooper .....	68 Pitt street.
Arthur Bartlett .....	3450	Ship-carpenter..	260 Monroe street.
John Dobson .....	2829	Ship-joiner .....	112 Henry street.
Patrick O'Conner .....	266	Publican .....	3 Hester street.
Thomas Malone .....	3656	Ship-carpenter..	5 Hester street.
Francis Duffey .....	247	Publican .....	266 Division street.
John A. Whalen .....	3738	Calker .....	240 Cherry street.
Charles H. McLaughlin..	422	Chair-maker ...	35 Willett street.
John Farrell .....	3690	Cartman .....	616 Water street.
Thomas Morgan .....	3535	Moulder .....	14 Montgomery street.
John J. Carberry .....	2866	Iron railing-mkr.	31 Sheriff street.
John A. Leonard .....	3263	Boat-builder ...	269 Henry street.
Nicholas O. O'Connell...	97	Calker .....	24 Scammel street.
Richard Barrington .....	676	Ship-carpenter..	269 Henry street.
William H. Hammond ..	466	House-carpenter.	249 Monroe street.
John J. Blair .....	....	Machinist .....	247 Monroe street.
Patrick J. Mulligan .....	1049	Varnisher .....	269 Henry street.
John Carey .....	....	Stone-cutter ...	do.
James L. Borland .....	....	Stevedore .....	141 Clinton street.
Patrick J. Fox .....	....	Plumber .....	269 Henry street.
John J. Mulligan .....	....	Varnisher .....	305 Madison street.
John R. Flynn .....	....	Telegraph oper'r.	217 Clinton street.
Anthony Burke .....	....	Stone-cutter ...	269 Henry street.
Abraham L. Marshall ...	....	Boiler-maker ...	58 Broome street.
Thomas J. Hennessy .....	....	Plumber .....	19 Scammel street.
Thomas Lahey .....	....	Speculator .....	7 Attorney street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Joseph B. Atkinson.....	....	Builder.....	51 Suffolk street.
John F. Muon .....	....	Undertaker ....	186 Bowery.
Andrew J. Corgan.....	....	do .....	249 Monroe street.
John Moller .....	....	Clerk .....	27 Rutger place.
James Gilroy .....	....	Printer.....	32 Willett street.

William Gayte and John McGarigal, *Representatives.*

### Lexington Engine Company, No. 7.

*Stationed at No. 109 Edst Twenty-fifth street.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinder, 9-inch stroke, in good condition; built in 1849, by James Smith; rebuilt in 1857, by same. Present number of men 50. 500 feet of hose, 250 feet of which is good. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Saml. Cheshire, <i>Foreman.</i>	133	Sash-maker ....	180 Third avenue.
R. A. Wilkie, <i>Assistant.</i>	145	Gas-fitter .....	122 East 25th street.
E. T. Stewart, <i>Secretary.</i>	2774	Book-keeper ....	195 Third avenue.
James Province .....	141	Stair-rod-maker.	154 East 25th street.
Wm. W. Rhodes .....	2746	Piano-maker ...	154 East 24th street.
Chas. E. Munson .....	150	Baker .....	126 East 21st street.
Robert Ennever.....	2128	Plumber .....	180 Third avenue.
John Finley .....	138	Barber .....	109 East 25th street.
Patrick Gillen.....	2192	Butcher .....	135 East 29th street.
John C. Fisher.....	163	Brown-stone ...	148 East 21st street.
Robert Hunt .....	2136	Blacksmith ....	212 East 23d street.
John J. Wylie .....	140	Marble-cutter ..	105 East 22d street.
Philip Schminger.....	142	Stone-cutter....	204 East 21st street.
John R. Barnes .....	151	Sash-maker ....	190 East 21st street.
Henry Bullwinkle .....	153	Wheelwright ...	148 East 21st street.
Thomas Wilson .....	1011	Carpenter, ....	141 East 21st street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Dalton .....	158	Butcher .....	137 East 26th street.
Henry Ennever .....	159	Coppersmith ...	150 East 21st street.
Thomas Corr .....	160	Carpenter .....	186 East 21st street.
Thomas Christie .....	161	Plumber .....	109 East 25th street.
Adam Smith .....	792	Cartman .....	do.
John W. Rodgers .....	3156	Sash-maker ...	175 Third avenue.
William Wilson .....	3336	Piano-maker ...	155 East 25th street.
John McKeon .....	665	Butcher .....	143 East 26th street.
H. J. Gladney .....	3564	Plasterer .....	180 Third avenue.
Charles Wilson .....	3337	Piano-maker ...	189 East 28th street.
Emrich Schneider .....	1234	Cigar-maker ...	387 Second avenue.
James Gray .....	3702	Butcher .....	19 East 11th street.
Augustus M. Miller .....	1691	Machinist .....	58 East 25th street.
Arthur Kirkham .....	769	Upholsterer ...	358 Third avenue.
Wm. H. Hayward .....	3621	Merchant, .....	176 East 21st street.
William Cochran .....	2841	Mason .....	139 East 36th street.
Edward Loyd .....	2786	Butcher .....	179 East 26th street.
Silven B. Strickland .....	1739	Cartman .....	168 East 24th street.
Stephen E. Arnold .....	723	do .....	121 East 31st street.
Samuel H. Cochran .....	2976	Mason .....	139 East 36th street.
Richard Cowley .....	970	Gas-fitter .....	109 East 25th street.
L. W. Armstrong .....	3209	Mason .....	137 East 28th street.
Patrick Gaffney .....	2988	Baker .....	113 East 22d street.
Peter A. Meeks .....	....	Piano-maker ...	94 East 13th street.
Frederick J. Macdonald .....	....	Trunk-maker ...	121 East 25th street.
Jacob Lownes .....	3060	Machinist, .....	109 East 25th street.
John Hughes .....	....	Painter .....	253 Third avenue.
Wm. S. Matthews .....	....	Clerk .....	163 East 21st street.
Wm. F. Harnard .....	2655	Whitesmith ...	117 East 26th street.
Wm. M. McFall .....	2858	Plumber .....	116 East 27th street.
Alden Wilds .....	2852	Blacksmith .....	106 East 27th street.
Charles W. Cornell .....	....	Clerk .....	127 East 35th street.
Joseph L. Potter .....	....	Carpenter .....	176 East 26th street.
John Mullane .....	....	Feed store .....	126 East 22d street.

Robert Ennever and John C. Fisher, *Representatives.*

**Manhattan Engine Company, No. 8.***Stationed at No. 91 Ludlow street.*

House in good order. Engine second class, Philadelphia style,  $8\frac{1}{2}$ -inch cylinders, 9-inch stroke; built in 1846, by Rodgers of Baltimore, Md., in ordinary condition, (needs rebuilding). Present number of men 55. 400 feet of hose, in good condition; also, a hose tender, in ordinary condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robt. C. Brown, <i>Foreman</i> .	8	Plumber, .....	9 Rutgers street.
John C. Hooper, <i>Assistant</i> .	194	Butcher .....	17 Suffolk street.
R. H. Ogden, <i>Secretary</i> ..	207	Clerk .....	82 Crosby street.
Thomas H. Ripley .....	2368	Machinist.....	20 Suffolk street.
Robert D. Douglass.....	188	Printer.....	10 Delancey street.
John P. Lacour .....	235	Surveyor .....	179 Stanton street.
John W. Timson.....	192	Cooper .....	153 Stanton street.
John J. Smisson.....	3848	Plumber.....	2 Stanton court.
William Hunter .....	195	Printer.....	170 Broome street.
George B. Alston.....	198	Publican .....	97 Mott street.
George R. Provost .....	199	Foil-roller .....	75 Norfolk street.
Frederick Neabore.....	200	Ship-carpenter..	91 Ludlow street.
Thomas T. Hudson.....	203	Butcher .....	54 Essex street.
Paul Elkhorn .....	205	Tobacconist ....	368 Grand street.
John Kimmens.....	206	Bookbinder ....	56 Market street.
Henry L. Robertson ....	214	Clerk .....	8 Eldridge street.
Edgar Laing.....	215	Grate & fend. m'r.	91 Ludlow street.
Isaac S. Ferguson .....	2187	Clerk.....	234 Monroe street.
James Neville.....	599	Decorator .....	91 Ludlow street.
Charles Eagleson .....	2792	Marble-cutter ..	do.
Charles A. Doxey .....	2837	Clerk .....	do.
James E. Ripley .....	2952	Gas-fitter .....	20 Suffolk street.
Floyd F. Grabam.....	2974	Clerk .....	38 Hester street.
John Potter .....	1082	Pattern-maker..	100 Stanton street.
Munson S. Brown .....	212	Brass-finisher ..	96 Ludlow street.
William H. Jahne .....	3400	Jeweler .....	196 Ludlow street.
Charles Gedney .....	3720	Cartman .....	247 Madison street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Andrew H. Mitchell ....	3790	Stereotyper ....	160 Clinton street.
William H. Pook .....	234	Mason .....	98 Ludlow street.
John Goliver .....	2865	Plumber, .....	16 Essex street.
Frederick Johnett .....	2296	Carver .....	91 Ludlow street.
Bernhard Abler .....	252	Cabinet-maker..	do.
James Grady .....	1458	Plumber .....	367 Madison street.
Hugh McCafferty .....	3074	Cartman .....	91 Ludlow street.
Philip Cook .....	857	Machinist.....	39 Norfolk street.
Joseph H. Storms .....	822	Surveyor,.....	29 Norfolk street.
James H. Carpenter ....	978	Grocer .....	34 Norfolk street.
Edward N. Little.....	3886	Painter .....	2 Stanton court.
Robert Smack .....	2785	Iron-founder....	81 Pike street.
Charles H. H. Robertson.	883	Silver-plater ...	112 Allen street.
Robert Bennett.....	89	Stationer .....	175 Mulberry street.
Edwin Valentine .....	866	Picture fr. mkr..	91 Ludlow street.
George Hyer .....	2268	Gilder.....	do.
James H. Conklin .....	2287	Sail-maker ....	61 Orchard street.
George T. Patterson ....	386	Bookbinder ....	230 Broome street.
George B. Alvord .....	....	Hatter,.....	208 Chatham street.
John B. Tooker .....	....	Tobacconist....	24 Norfolk street.
Hugh Hunter .....	2339	Printer.....	121 Suffolk street.
John W. Vessey .....	3494	Barber .....	171 Madison street.
George W. Allen .....	....	Upholsterer ...	131 Hester street.
Thomas Galt .....	....	Printer, .....	83 Duane street.
Thomas C. Bennett .....	....	Butcher .....	26 Forsyth street.
James Clendinen.....	....	Umbrellas .....	91 Cannon street.
John B. Doyle .....	....	Carpenter.....	107 Henry street.
John Bradshaw.....	....	Cartman .....	78½ Norfolk street.

George B. Alston and John Kimmens, *Representatives.*

## Marion Engine Company, No. 9.

Stationed at No. 47 Marton street.

House in good order. New engine, (first class,) now building by A. Van Ness & Co.; at present using a third-class, piano style engine,  $6\frac{1}{2}$ -inch cylinders, 9-inch stroke, in good condition. Present number of men 70. 600 feet of hose, in good condition; also, a hose tender in good condition. Performs duty in the Fourth and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Hays, <i>Foreman</i> ...	74	Cartman .....	180 Mulberry street.
P. McCudden, <i>Assistant</i> ...	2881	Housesmith ....	47 Marion street.
Chas. F. Burke, <i>Secretary</i> ,	972	Broker's Clerk..	do.
Carsin H. Hinken .....	181	Grocer .....	240 Mott street.
John Manly .....	2067	Agent .....	47 Crosby street.
Stewart W. Roberts ....	2058	Collar-maker ...	63 Prince street.
Michael Smith .....	905	Brass-finisher ..	295 Mott street.
John Cavanagh .....	172	Cartman .....	47 Marion street.
Patrick Droum .....	3503	Painter .....	223 Mulberry street.
James A. Duncan .....	176	Metal-roofer....	47 Marion street.
John C. Cashen .....	167	Clerk .....	130 Mulberry street.
James R. Tate .....	2061	Cooper .....	209 Mulberry street.
William Cunningham....	2665	Brass-moulder ..	286 Mulberry street.
Thomas McCormick .....	171	Tinsmith .....	47 Marion street.
James Reily .....	178	Painter .....	253 Mulberry street.
Nicholas Farnin .....	183	Finisher .....	240 Mott street.
Thomas Finegan .....	2628	Tinsmith .....	47 Marion street.
Michael Daley .....	2831	Cooper .....	235 Mulberry street.
David Dugan .....	1629	Tailor .....	72 Marion street.
James Sheridan .....	166	Cartman .....	— Third street.
John O'Brien .....	974	Marble-cutter ..	47 Marion street.
James Moore .....	182	Mason .....	235 Mulberry street.
James Score .....	3555	Cigar-maker ....	43 Spring street.
Patrick McCauley .....	330	Brass-moulder ..	214 Elizabeth street.
James Conloe .....	3121	Silver-plater ....	47 Marion street.
Thomas Dorian .....	2675	Cooper .....	23 Prince street.
Edward Lawler .....	1917	Cartman .....	46 Marion street.
Thomas Carey .....	3035	Tinsmith, .....	47 Marion street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Michael Farrell.....	1467	Cartman.....	40 Prince street.
Thomas Hart.....	3839	Marble-cutter...	13 Prince street.
Thomas Bray.....	1106	Polisher.....	32 Spring street.
James Newman.....	1263	Plumber.....	47 Marion street.
Augustus Barry.....	1555	Clerk.....	281 Mulberry street.
William O'Donnell.....	2980	Painter.....	47 Marion street.
John Higgins.....	3394	Bookbinder.....	20 Prince street.
James A. Kean.....	179	Finisher.....	47 Marion street.
Cornelius Fitzsimmons...	774	Brass-finisher...	do.
Daniel B. Bryant.....	437	Painter.....	Astor House.
Michael Moore.....	1034	Upholsterer....	466 Houston street.
Michael Daley.....	2018	Silver-plater....	478 Houston street.
William H. Power.....	2096	Tin-smith.....	57 Crosby street.
John Leo.....	1829	Carpenter.....	47 Marion street.
James Cogan.....	3898	Orna'l Plasterer.	5 Second avenue.
William Birmingham....	794	Harness-maker..	47 Marion street.
John Punsunby.....	1169	Carpenter.....	72 Fifth street.
John Gallagher.....	....	Clerk.....	47 Marion street.
James McCune.....	....	do.....	235 Mulberry street.
Patrick W. Cunningham.	999	Cartman.....	233 Mulberry street.
Edward Higgins.....	2897	Soda-water.....	6 Prince street.
John J. Foley.....	3829	Plumber.....	267 Mulberry street.
John Gilchrist.....	940	do.....	230 Mulberry street.
James J. Connor.....	....	Harness.....	441 Houston street.
Michael Foley.....	906	Plumber.....	267 Mulberry street.
John W. Early.....	3063	Bookbinder.....	25 Prince street.
John Fogarty.....	931	Salesman.....	246 Elizabeth street.
William Steimers.....	....	do.....	140 Mulberry street.
John J. Murphy.....	....	Carpenter.....	230 Mulberry street.
James A. Monaghan....	3461	Bookbinder.....	23 Prince street.
Richard Edgeworth....	....	Mason.....	228 Mott street.
Julius Dauphin.....	....	Clerk.....	21½ Marion street.
Michael Fogarty.....	....	Tinsmith.....	507 Houston street.
John Barry.....	....	Gas-fitter.....	281 Mulberry street.
William Punsunby.....	....	Jeweler.....	72 Fifth street.
William Heaney.....	....	Hatter.....	228 Mott street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Edwin H. Marshall....	.....	Harness-maker..	79 Bleecker street.
Edward Dennin.....	.....	Trunk-maker ...	243 Elizabeth street.
William Smith .....	.....	Porter .....	228 Mott street.
Edward Kenney.....	.....	Stone-cutter....	235 Elizabeth street.
William Currie.....	.....	Painter .....	278 Mulberry street.
Matthew J. Perkinson....	.....	Printer .....	267 Mulberry street.

Stewart W. Roberts and Michael Smith, *Representatives.*

### Water Witch Engine Company, No. 10.

*Stationed at Eighty-second street, near Fourth avenue.*

House in good order. New engine (second-class) now building by A. Van Ness & Co., at present using an old third-class, piano style engine, 6½-inch cylinder, 9-inch stroke, in ordinary condition. Present number of men 18. 800 feet of hose, in good condition, also a hose-tender in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
William Frost, <i>Foreman.</i> ..	1201	Gilder .....	3d avenue and 82d st.
Jos. O. Totten, <i>Assistant.</i> ..	.....	Carpenter .....	81st st., 2d & 3d av.
Theo. Rudd.....	484	Clerk .....	83d st., 2d & 3d avs.
Geo. J. Gregory .....	3022	Merchant .....	81st st. and 2d av.
John O. Alston.....	2290	do .....	81st st., 3d & 4th avs.
D. B. Morrell.....	248	Contractor .....	83d st. and 2d av.
Edward H. Corbusier ...	2816	Gilder.....	82d st., 3d & 4th avs.
John B. Dubois.....	1085	Coach-builder ..	82d st. and 4th av.
Chas. R. Melville .....	1089	Carpenter .....	82d st., 2d & 3d av.
John R. Haines .....	.....	Plumber.....	3d av. and 82d st.
John Hay.....	3714	Butcher.....	3d av. and 84th st.
Joseph Weir.....	.....	Letterer .....	92d st., 3d & 4th av.
Chas. Burchill.....	.....	Plasterer .....	77th st., 3d & 4th av.
Gilbert Remver.....	.....	Butcher .....	85th st., 3d & 4th av.
James Bridge .....	.....	Gas-fitter .....	83d st., 3d & 4th av.
Wm. H. Cunningham....	.....	Gilder .....	3d av. and 82d st.
Richard Steel .....	.....	Laundry .....	74th st. and 5th av.
John R. Higbie .....	.....	Hardware.....	3d av. and 83d st.

Geo. J. Gregory and John O. Alston, *Representatives.*

### Oceanus Engine Company, No. 11.

*Stationed at No. 99 Wooster street.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinder, 9-inch stroke, in good condition; built in 1853, by Van Ness & Torboss. Present number of men 57. This company have, also, an old New York style engine, 6½-inch cylinders, 9-inch stroke, in ordinary condition. Performs duty in the Third and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Wildey, <i>Foreman</i> ...	11	Hotel Proprietor	140 Mercer street.
G. W. Frazier, <i>Assistant</i> .	2929	Tinsmith.....	108 Wooster street.
Jos. A. Bullens, <i>Secretary</i> ,	3966	Machinist.....	99 Wooster street.
John Butterworth .....	427	do .....	do.
Henry J. Hogue.....	3371	Cartman .....	do.
William Warren.....	258	Machinist.....	64 Vandam street.
A. B. Purdy.....	...	Cartman .....	677 Houston street.
Aaron Watson .....	261	Silver-plater .....	99 Wooster street.
James Gray.....	262	Plumber .....	93 Greene street.
James Anthony .....	265	Oysterman .....	64 Downing street.
Frederick P. Book.....	272	Stair-builder .....	99 Wooster street.
William J. Dean .....	274	Carpenter .....	140 Laurens street.
William W. Miller.....	1950	do .....	108 Wooster street.
Denis McCarthy.....	1949	Tinsmith .....	do.
John R. Simms .....	3903	Hatter .....	81 Laurens street.
John Milligan.....	479	do .....	99 Wooster street.
James Brewer.....	3194	Cartman .....	705 Washington st.
Charles Brown .....	3099	Upholsterer .....	128 Spring street.
Patrick Hogan.....	3190	Painter .....	72 Greene street.
James F. Storins .....	607	Cartman .....	159 Prince street.
Charles B. White.....	1475	do .....	99 Wooster street.
William H. Wade .....	3192	Clerk.....	do.
David O. Hogan.....	2269	Hackman.....	90 Greene street.
William H. Fleet.....	3905	Book-store .....	410 Canal street.
Alfred Hill .....	2868	Turner .....	99 Wooster street.
John T. Everett .....	1578	Cartman .....	do.
William Hudson.....	70	Hackman.....	117 Spring street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
William S. A. Dobson ..	1108	Butcher .....	99 Wooster street.
Christopher Johnson ....	3411	Cartman .....	do.
Frederick Reihm .....	1113	Upholsterer ....	141 Mercer street.
Frederick J. Bantz .....	1190	Grocer .....	142 Spring street.
George W. Marsh .....	3951	Clerk.....	84 Wooster street.
James Crassau .....	....	do .....	99 Wooster street.
James P. Bennett .....	....	do .....	36 Greene street.
Isaac Thompson .....	3494	Tinsmith .....	68 Spring street.
Augustus L. Keily.....	....	Saddler .....	197 Laurens street.
George W. Flock.....	....	Butcher .....	34½ Greene street.
Samuel C. Milligan .....	....	Clerk .....	109 Greene street.
Michael Callaghan .....	....	Gold-beater ....	369 Broome street.
Thomas Clusey.....	....	do .....	do.
Martin Kearvin .....	....	Stone-cutter ....	252 Wooster street.
John Haslan.....	....	Pianofortes ....	210 Sullivan street.
John Brower.....	....	Painter .....	35 King street.
Hugh Curren .....	....	Brass-moulder ..	368 Broome street.
Thomas R. Burd .....	....	Cartman .....	34 Wooster street.
Jacob H. Forshay .....	....	Hatter .....	329 Spring street.
George F. Rice.....	....	Cartman .....	104 Greene street.
James McNanery.....	....	Machinist.....	28 Hamersley street.
Cornelius Collins .....	....	Cooper .....	540 Greenwich street.
William B. Sminck .....	....	Builder.....	67 Greene street.
William H. Shepherd ...	....	Carpenter .....	116 Prince street.
James L. Conry .....	....	Cartman.....	691 Hudson street.
Joseph Corliss .....	....	Machinist.....	513 Houston street.
A. H. Chamberlin .....	....	Clerk .....	140 Mercer street.
James G. Demarest .....	....	Blind-maker....	132 Hammond street.
William Reid .....	....	Carpenter .....	67 Greene street.
George E. Walter.....	....	Cartman .....	1 Vandam street.

John Butterworth and William Warren, *Representatives.*

### Knickerbocker Engine Company, No. 12.

*Stationed at No. 113 East Fortieth street, temporarily.*

House temporary. Engine third class, piano new style, four 6-inch cylinders, 6-inch stroke, in good condition; built in 1855 by Pine & Hartshorn. Present number of men 21. 650 feet of hose in ordinary condition; also a hose-tender, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. W. Cooper, <i>Foreman</i> .....		Grocer .....	457 Third avenue.
T. J. Coutant, <i>Assistant</i> ..	231	Real Estate Ag't	467 Third avenue.
John McKibben, <i>Secretary</i>	1202	Chemist .....	64 East 40th street.
Alfred Carson.....		Grates & fenders.	614 Sixth avenue.
Charles W. Smart .....	225	Painter .....	2d av., 39th & 40th st.
Louis Becker.....	3708	Tinsmith.....	435 Third avenue.
Victor D. Mahoney .....	1863	Bleacher.....	145 East 41st street.
John Hutton.....	2404	Blacksmith.....	423 Third avenue.
John Stagg.....	302	Sash & blind m'r.	143 East 41st street.
Henry Burnett .....	1284	Iron railing.....	145 East 41st street.
John A. Pinckney .....	3120	Clerk .....	99 East 48th street.
James Wells.....		Cartman.....	51st st. 2d & 3d av.
James Wiley.....	3174	Hat Presser....	153 East 24th street.
William Barber.....		Coach trimmer.	122 East 35th street.
George Duncan.....		Painter .....	547 Third avenue.
William Cartwright, Jr. ....		Machinist.....	40th st. and 4th av.
William Golden .....		Clerk.....	472 Third avenue.
Cornelius R. Goerck.....		Stair-builder ...	769 Third avenue.
Horatio N. Hardy.....		do .....	137 East 30th street.
Joseph N. Magrath .....		Carpenter.....	174 East 34th street.
James McDonald .....		Pianoforte mkr..	45th st. and 2d av.

Victor D. Mahoney and John Hutton, *Representatives.*

**Eagle Engine Company, No. 13.***Stationed at No. 5 Duane street.*

House in good order. Engine second class, end brake, patent capstan, four 8-inch cylinders, 4 inch stroke, in good condition; built in 1856, by Pine & Hartshorn. Present number of men 43. 350 feet of hose, all of which is good. This company have also an old third-class engine, 7-inch cylinders, 9-inch stroke, patent capstan, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jno. Healy, <i>Foreman</i> ....	260	Cooper .....	361 Pearl street.
Timothy Sullivan, <i>Assistant</i>	239	Printer .....	25 Vandewater street.
James J. Ferris, <i>Secretary</i> .	598	Book-keeper ....	7 Vandewater street.
Jno. S. Walker .....	236	Agent .....	195 William street.
Patrick Loughnan .....	278	Painter .....	8 Vandewater street.
Wm. C. Quigg .....	2464	Hat body maker	195 William street.
John J. O'Keefe .....	2266	Clerk .....	139 East Broadway.
Jno. McDonnell .....	2465	Hat body maker	82 Pike street.
Jno. Dwyer .....	2513	Cooper .....	511 Pearl street.
Jno. Reardon .....	2728	Carpenter .....	195 William street.
Jas. Walsh .....	611	Bricklayer .....	43 Oliver street.
Wm. Maguire .....	276	Tanner .....	12 Vandewater street.
Israel Felleman .....	661	Priv. watchman	79 Chatham street.
Thomas Comon .....	240	Printer .....	50 Oliver street
Arch. J. Fullerton .....	2713	Public store ....	25 Cherry street.
James Sheehy .....	2188	Hatter .....	67 James street.
Thomas S. Irwin .....	1513	Butcher .....	369 Pearl street.
Lafayette McDonald ....	3673	Court officer....	417 Pearl street.
Wm. Ryan .....	1372	Bookbinder ....	25 Chesnut street.
Wm. Godson .....	13	Cooper .....	32 Frankfort street.
Wm. McAneney .....	1318	Fruiterer .....	254 Fulton street.
Jno. Varrien .....	....	Machinist .....	253 Spring street.
Edward Slaven .....	3856	Tanner .....	68 James street.
Jno. Scanlon .....	3213	Porter .....	44 Vandewater street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. Cook.....		Printer.....	74 Frankfort street.
Eugene J. Sullivan.....	2845	Clerk.....	55 Roosevelt street.
James Griffen.....		Printer.....	27 Roosevelt street.
Thomas McAlear.....		Bar-tender.....	81 Munroe street.
Michael Horgan.....	2860	Confectioner....	326 Pearl street.
Charles Moore.....	3732	Carpenter.....	64 Roosevelt street.
Joseph Williams.....		Calker.....	8 Vandewater street.
Michael Farrell.....	481	Porter.....	14 Roosevelt street.
John Flynn.....		Iron-moulder...	do.
John McGuire.....		.....	22 Roosevelt street.
Terrance O'Donnell.....		Paver.....	49 Dominick street.
Michael Tagen.....		Printer.....	30 Rose street.
Joseph Shaw.....		Tinsmith.....	423 Pearl street.
William Moore.....		Plasterer.....	52 Catharine street.
James Benson.....		Iron-moulder...	71 Henry street.
Francis Short.....		Cooper.....	97 Ludlow street.
John Donohue.....		Printer.....	8 Vandewater street.
Daniel J. Sullivan.....		Oysters.....	41 Centre street.
Patrick O'Donnell.....		Printer.....	15 Rose street.

Thomas Comon and Archibald J. Fullerton, *Representatives.*

**Columbian Engine Company, No. 14.***Stationed at South-east corner of Church and Vesey streets.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinders, 9-inch stroke; built in 1847, by John Agnew, Philadelphia, Pa.; rebuilt in 1858, by same. Present number of men 60. 700 feet of hose, all of which is good; also, a hose tender, in ordinary condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robert Rogers, <i>Foreman</i> .....	....	Engraver .....	36 North Moore st.
Chas. A. Gray, <i>Assistant</i> .....	14	Clerk .....	61 Walker street.
Thos. W. Davis, <i>Secretary</i> .....	144	Merchant .....	26 Dey street.
Joseph Forsyth.....	281	Oyster-dealer ..	241 West 32d street.
John G. Baum .....	....	Clerk .....	27 Dominick street.
A. J. McCarty.....	....	Plumber .....	255 Greenwich street.
James Forsyth .....	279	Oyster-dealer ..	36 North Moore st.
Charles Carrigola.....	363	Clerk .....	512 William street.
Seaman Lichtenstein ....	282	Produce-dealer..	14 Jay street.
John M. Costa.....	287	Clerk .....	29 Vesey street.
C. B. Woodruff .....	2074	do .....	391 Greenwich street.
John E. Glasco.....	2246	do .....	17 Hudson street.
John Mathews .....	2075	do .....	9 Church street.
Thomas J. Rogers.....	2488	do .....	36 North Moore st.
Edward B. Heath.....	311	Sail-maker .....	9 Church street.
John L. Whitton .....	2440	Produce-dealer..	239 Greenwich street.
George Taylor .....	289	do .....	21 Eighth avenue.
Augustus P. Heath.....	168	Clerk .....	9 Church street.
John K. Elsworth .....	293	do .....	86 Dey street.
Adolphus Borst .....	364	do .....	378 Broome street.
Henry M. Graham.....	294	Appraiser .....	187 East Broadway.
Robert Coffey.....	305	Oyster-dealer ..	43 North Moore st.
William E. Smith.....	296	Clerk .....	9 Church street.
Henry Van Dyne.....	....	do .....	do.
Chas. F. Gallup.....	365	do .....	22 Dominick street.
Jeremiah Murray.....	300	Varnisher .....	121 Leonard street.
Henry Lippincott.....	1490	Cartman .....	29 Vesey street.
Thomas Jackson.....	114	Soda-water-dlr..	do.
James McCluskey .....	....	Boot & shoe-dlr..	208 Greenwich street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Seth Holding.....	3616	Public-house....	139 Cedar street.
John Hurley.....	.....	Blacksmith.....	9 Church street.
Asa A. Ashbey .....	2716	Fish dealer.....	30 North Moore.
Simon Stiner.....	2719	Clerk.....	9 Church street.
Wm. S. Cole.....	2840	Pencil-case mr..	115 Elizabeth street.
James I. Costa .....	793	Clerk .....	9 Church street.
William Youdale.....	3092	Broker.....	94 Monroe street.
Hugh G. Crozier.....	3614	Merchant .....	213 Fulton street.
James E. Baker.....	3781	Cartman .....	172 Varick street.
Henry F. Simmons.....	1423	Merchant .....	131 Charlton street.
Edwin Rowland.....	1456	Produce dealer ..	1 Sullivan street.
Charles Hoffmire.....	79	Silversmith ...	29 Walker street.
Christopher Kratz .....	93	Oyster-dealer ...	3 Worth street.
Benjamin Hobday.....	1401	Cartman .....	29 Vesey street.
Lawrence Murley.....	1494	Clerk.....	9 Church street.
John Harden.....	.....	Crockery-dealer.	do.
Samuel P. Smith.....	.....	Produce-dealer, .	34 Watt street.
John Lee.....	.....	Clerk .....	254 Fulton street.
G. J. Vonderschmitt.....	.....	Saloon .....	217 Greenwich street.
John Lannuier .....	.....	Plumber.....	486 Pearl street.
John Nichols.....	.....	Printer.....	176 Duane street.
George J. Greer.....	.....	Trunk-maker ...	27 Hudson street.
Moses Newton.....	.....	Cartman .....	486 Pearl street.
Reuben C. Woodruff....	.....	Clerk .....	391 Greenwich street.
Richard Reichel.....	.....	Weigh master ..	9 Frankfort street.
Fred. Gaetschenberger...	.....	Optician.....	29 Howard street.
A. E. Wainwright .....	.....	Merchant, .....	72 Charlton street.
David N. Board.....	.....	do .....	155 Franklin street.
Nicholas Henry .....	.....	Machinist.....	39 Worth street.
A. T. Lannuier.....	.....	Gas-fitter .....	486 Pearl street.
Emil Rath.....	.....	Brass-finisher ...	1 Rosevelt street.

John G. Baum and A. J. McCarty, *Representatives.*

**Chatham Engine Company, No. 15.***Stationed at No. 461 Ninth avenue.*

House temporary. First class company; but at present using second-class, piano style, crane neck engine, 8 inch cylinders, 9-inch stroke, in good condition. Present number of men 51. 650 feet of hose, of which 250 feet is good; also, a hose tender in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. Starrett, <i>Foreman</i> ..	2257	Butcher .....	286 West 37th street.
Wm. Gahagen, <i>Secretary</i> ..	56	Mechanic .....	207 West 39th street.
David S. Baker .....	15	Cartman .....	255 West 37th street.
John Sweeney .....	3717	Painter .....	215 West 39th street.
Henry Schultz .....	3701	Framer .....	106 West 32d street.
James T. Couenhoven ..	2364	Insurance Co..	117 West 27th street.
John J. Garbutt .....	2749	Carpenter .....	286 West 31st street.
Francis Hart, Jr. ....	....	Stationer .....	491 Ninth avenue.
William Baird .....	2428	Machinist .....	165 West 30th street.
James D. Keegan .....	2378	Boot-maker ....	258 West 35th street.
John Wilson .....	2414	Butcher .....	261 West 37th street.
David Riardon .....	2346	Tinsmith .....	245 West 39th street.
John V. Gridley .....	1277	Coal-yard .....	156 West 27th street.
Edward Nolan .....	2528	Plasterer .....	1229 Broadway.
Alex. Lysle .....	2859	Stone-cutter ....	312 West 33d street.
Michael Delaney .....	1246	Butcher .....	513 Ninth avenue.
Joseph Chapple .....	2666	Harness-maker..	234 West 37th street.
Louis Belligheimer .....	2305	Butcher .....	105 West 33d street.
Adam Effler .....	2297	Cartman .....	281 West 37th street.
Simon Nolan .....	744	Plasterer .....	1229 Broadway.
Reuben T. Kip .....	3376	Carpenter .....	224 West 39th street.
Samuel Barnett .....	3455	Merchant .....	339 Eighth avenue.
Benjamin Sheffler .....	2105	Cartman .....	8th av. and 32d st.
Patrick Malone .....	3515	Publican .....	305 West 26th street.
Francis Kane .....	3171	Mechanic .....	263 West 38th street.
Wm. C. Hall .....	3803	Chandler .....	9th av. and 44th st.
George Brandestein .....	2864	Publican .....	266 West 38th street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas W. Connolly.....	1254	Cartman .....	224 West 39th street.
Henry B. Hubbell .....	1515	Lumber .....	286 West 31st street.
Wm. M. Chase.....	1369	Coffin-maker ...	259 West 35th street.
Christopher Kennedy....	3139	Butcher .....	268 West 37th street.
Michael Cain .....	784	Stone-cutter....	311 Seventh avenue.
Patrick McGuire .....	2156	Painter .....	207 West 39th street.
Philip McGoveran.....	315	Publican .....	434 Ninth avenue.
Geo. Schenebar.....	3015	Shoes .....	440 Ninth avenue.
Thomas O'Laughlin.....	1537	Stone-cutter....	224 West 39th street.
Daniel E. Merrell.....	.....	Painter .....	285 West 39th street.
Alfred V. Scarlett.....	.....	Butcher .....	224 West 39th street.
Jacob T. Van Winkel....	.....	Mechanic .....	8th av. and 35th st.
Philip Grizer .....	.....	Cartman .....	224 West 39th street.
A. V. Van Winkel .....	.....	Publican .....	8th av. cor. 34th st.
Michael Broadrick.....	2522	Stone-cutter....	224 West 39th street.
Henry B. Venn .....	.....	Tax office.....	237 West 32d street.
John Dagner.....	.....	Cartman .....	224 West 39th street.
Peter Goldstine .....	.....	do .....	229 West 38th street.
Frank Dobet.....	.....	Butcher .....	224 West 39th street.
Peter Finley.....	.....	Clerk.....	305 West 38th street.
Peter Geir.....	.....	Cabinet-maker..	195 West 38th street.
Joseph B. Jamison.....	.....	Plumber.....	458 Tenth avenue.
Piatt Berry.....	.....	Carpenter.....	176 West 30th street.
Anthony Fisher .....	.....	Butcher .....	8th av. and 38th st.

Henry B. Venn and James T. Couenhoven, *Representatives.*

**Mohawk Engine Company No. 16.***Stationed at No. 126 West Broadway.*

House in bad condition and entirely too small. Engine second class, Philadelphia style, 8½-inch cylinders, 10-inch stroke, in good condition. Present number of men 17. 400 feet of hose, in ordinary condition. Performs duty in the Third and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas Roe, <i>Foreman</i> ...	2616	Oyster-dealer ...	9 North Moore street.
John J. Glass, <i>Assistant</i> ...	3638	Printer, ....	93 Hudson street.
Chas. H. Potter, <i>Secretary</i>	340	Book-keeper ...	48 Clarkson street.
E. W. Slevin .....	321	Merchant .....	126 West Broadway.
D. Decker .....	...	Agent .....	13 Ann street.
T. Leonard .....	2533	Saloon.....	137 West Broadway.
C. W. Kearny .....	2717	Paper-dealer ...	78 Spring street.
Geo. W. Brown!.....	2822	Silversmith ....	16 White street.
Geo. W. Stackpool ....	3779	Upholsterer ....	93 Hudson street.
Geo. W. Robbins.....	3390	Clerk.....	11 King street.
Chas. J. Gorman .....	3679	Pianofortes ....	16 White street.
Geo. F. Wright .....	1620	Shipwright ....	126 West Broadway.
John Morris.....	327	Printer.....	402 Greenwich street.
F. Freckelton.....	1262	do .....	112 Hudson street.
T. Ferguson .....	3016	Machinist.....	6 Desbrosses street.
John Hodge .....	...	Gilder.....	112 Hudson street.
Andrew W. Scoble .....	...	Plumber.....	705 Greenwich street.

Geo. W. Brown and Andrew W. Scoble, *Representatives.*

### East River Engine Company, No. 17.

*Stationed at No. 7 Goerck street.*

House in good order. Engine second class, Shanghai style,  $8\frac{1}{2}$ -inch cylinders, 9-inch stroke, in good condition; built in 1857, by W. H. Torboss. Present number of men 60. 400 feet of hose, all of which is good. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
C. H. Reynolds, <i>Foreman</i>	1700	Cartman .....	2 Tompkins street.
Thos. McCarty, <i>Assistant</i>	2943	Calker .....	47 Lewis street.
Anthony Miller, <i>Secretary</i>	1772	Book-keeper ...	37 Attorney street.
John Gunson .....	377	Calker .....	412 Madison street.
James Richards .....	381	Mason .....	do.
Abm. Bloom .....	2598	Butcher .....	37 Cannon street.
John H. Mosier .....	385	Speculator .....	18 Goerck street.
Thomas H. Kip .....	382	Bookbinder ....	184 Delancey street.
John Campbell .....	389	Cartman .....	246 Division street.
Geo. B. Glaiser .....	2626	Spar-maker ....	6 Lewis street.
Wm. H. Buck .....	1447	Calker .....	52 Jackson street.
John Boden .....	2755	do .....	32 Willett street.
Wm. Long .....	1737	Sail-maker ....	4 Rutger street.
Charles Doane .....	2945	Calker .....	85 Jackson street.
Alfred A. Donalds .....	....	Ship-carpenter ..	do.
Charles Bastine .....	....	Ship-fastener ...	7 Goerck street.
Stephen D. Mangum ...	2942	Cartman .....	710 Water street.
Thomas Hughes .....	2994	Mason .....	309 Delancy street.
Wm. H. Doty .....	2611	Stevedore .....	173 Cannon street.
Samuel H. Wilkerson ...	....	Sparmaker .....	353 Front street.
Joseph Lake .....	....	Stevedore .....	41 Mangin street.
John Donohue .....	3358	Ship-fastener ...	7 Goerck street.
Geo. Warberton .....	....	Painter .....	113 Clinton street.
Theodore Bloom .....	2416	Printer .....	390 Monroe street.
James Williams .....	1761	Sparmaker .....	675 Water street.
John D. Ivans .....	1719	Plumber .....	5 Ridge street.
Thomas R. Frost .....	1669	Mason .....	187 Sixth street.
John McNeil .....	1794	Confectioner ...	140½ Bowery.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. P. McCormick ....	1748	Calker .....	578 Grand street.
Charles H. Kaighin ....	1693	Sparmaker.....	389 Monroe street.
Joseph Selleck .....	748	Calker .....	48 Scammel street.
Theodore Wendover.....	535	do .....	636 Water street.
John Standwood.....	1339	Sparmaker.....	368 Cherry street.
Edward Baines .....	339	Machinist.....	2 Rivington street.
Charles Mammell.....	1765	Sparmaker.....	696 Water street.
Wm. A. McCreddie.....	2615	Machinist,.....	401 Grand street.
Benjamin Laforge.....	1726	Truckman .....	17 Broome street.
Wm. Lawrence Weaver .	1779	Calker .....	20 Broome street.
Jeremiah Lynch .....	.....	Porter .....	338 Monroe street.
Joseph L. Brown.....	2617	Confectioner ...	53 Goerck street.
Charles F. White.....	2627	Cartman .....	64 Cannon street.
Geo. W. Bush.....	3628	Stevedore.....	322 Monroe street.
Patrick Russell.....	3746	Cartman .....	255 Monroe street.
John R. Silliman .....	3750	Sparmaker.....	412 Madison street.
Marcelles Wallace .....	2560	Shipsmith .....	55 Broome street.
James H. Rhider .....	.....	Speculator .....	81 Cannon street.
Patrick Scanlan.....	.....	Cooper .....	585 Grand street.
Theodore T. Hudson .....	.....	Butcher .....	22 Willett street.
John Lee.....	.....	Brass-moulder ..	662 Water street.
Alexander Smith .....	.....	do .....	225 Monroe street.
John W. Watkins .....	.....	Sail-maker .....	705 Fourth street.
George Reynolds .....	.....	Blacksmith .....	— Water street.
Robert D. Faran .....	.....	Machinist.....	506 Grand street.
Francis Latham .....	.....	Butcher .....	48½ Lewis street.
Isaac S. Baker .....	.....	Calker .....	273 Delancey street.
James H. Weeks.....	.....	Ship-carpenter..	85 Jackson street.
Joseph Atson .....	.....	Tobacconist....	90 Cannon street.
William T. Baines.....	.....	Saws .....	81 Lewis street.
Lawrence Lewis .....	.....	Baker .....	38 Broome street.
Michael Carroll .....	.....	Calker .....	48 Scammel street.

John Gunson and James Richards, *Representatives.*

### Union Engine Company, No. 18.

*Stationed at No. 87 West Thirty-eighth street, near Broadway.*

House temporary. Engine second class, skeleton style, four 7-inch cylinders, 6-inch stroke, patent capstan; built in 1858, by Pine & Harts-horn; in good condition. Present number of men 30. 400 feet of hose, all of which is good. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. Connolly, <i>Foreman</i> ..	3011	Driver .....	216 West 40th street.
George Smith, <i>Assistant</i> ..	3004	do .....	115 West 40th street.
John J. Hays, <i>Secretary</i> ..	3181	Iron railing ...	89 West 38th street.
Charles H. Mammen ....	3872	Grocer .....	504 Seventh avenue.
Peter W. Becker .....	3266	Pianos .....	567 Eighth avenue.
John G. Cunningham....	3590	Machinist.....	89 West 38th street.
Francis Creigle.....	3012	do .....	do.
Joseph Creigle .....	3234	Teamster .....	do.
Wesley Smith .....	3280	Carpenter .....	125 West 33d street.
James O'Brien .....	3053	Cartman .....	1236 Broadway.
William J. Benner.....	2313	Teamster .....	89 West 38th street.
Henry Dirsing .....	3873	Grocer .....	1238 Broadway.
Patrick McCaffery.....	819	.....	89 West 38th street.
Charles Stodroff.....	3889	Livery-stables ..	do.
Edward C. Bloodgood ...	....	Cracker-dealer..	do.
Francis McCardell.....	....	Teamster .....	44 West 41st street.
Nicholas Conner.....	....	Driver .....	1194 Broadway.
Charles Otto.....	....	Blacksmith.....	1234 Broadway.
George O. Christian.....	....	Plasterer .....	72 West 41st street.
James Colgan.....	....	Milkman .....	482 Seventh avenue.
David Montgomery .....	....	Bricklayer .....	82 East 45th street.
John C. Yaco.....	....	Inspector .....	128 West 37th street.
John Bennett .....	....	Blacksmith ....	394 Seventh avenue.
Philip Callaghan .....	....	Stableman .....	83 West 33d street.
James Youngman.....	....	Tinsmith .....	312 West 33d street.
William T. Cabrey .....	....	Carpenter .....	84 West 41st street.
Thomas McKnight.....	....	Stone-cutter....	West 41st st. & 8th av.
Hibbard Christian.....	....	Carpenter .....	72 West 41st street.
John H. Gomer .....	....	do .....	293 West 44th street.
John Maxwell .....	....	Stone-cutter....	41st st. and 8th av.

Peter W. Becker and Joseph J. Morgan, *Representatives.*

**Lafayette Engine Company, No. 19.***Stationed at No. 199 Chrystie street.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinder, 9-inch stroke, built in 1852 by A. Van Ness, in good condition. Present number of men 48. 700 feet of hose, of which 400 feet is good; also a hose-tender in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Slowcy, <i>Foreman</i> ..	341	Bookbinder ...	230 Broome street.
David Knipe, <i>Assistant</i> ...	353	Wood-turner ...	127 Forsyth street.
Peter Van Cott, <i>Secretary</i>	354	Cooper .....	184 Orchard street.
Michael Eichell.....	344	Bookbinder ....	143 Forsyth street.
William H. Charlock ...	346	Cartman.....	40 Essex street.
Francis Adams.....	362	Calker .....	166 Ludlow street.
George W. Badger.....	355	Accountant ...	110 Allen street.
Ralph Reynolds .....	343	Merchant .....	90 Rivington street.
William Whelan .....	1886	Gilder.....	31 Essex street.
Isaac O. Knipe .....	356	Wood-turner ...	62 Delancy street.
Andrew J. Fisher .....	358	Builder.....	93 Chrystie street.
James F. Carroll .....	360	Merchant .....	22 Ludlow street,
James Lewis.....	2453	Carpenter .....	105 Third avenue.
Washington Fosdick ...	2449	Accountant....	223 Chrystie street.
William A. Simmons....	2435	do .....	147 Allen street.
Charles F. Simmons ...	2436	Cartman.....	do
George Borstman.....	2637	Brass-finisher ...	190 Eldridge street.
Jacob H. Cohen.....	2183	Accountant ....	110 Allen street.
Horatio T. Parmalee....	2973	Tobacconist ...	95 Clinton street.
Joseph Bellows.....	250	Machinist.....	96 Norfolk street.
Ralph Townsend .....	655	Carpenter.....	93 Cannon street.
George Sneden.....	1360	Cartman.....	197 Stanton street.
John B. Charlock .....	2904	do .....	40 Essex street.
Thomas Doyle .....	1319	Painter .....	117 Allen street.
Peter Fick .....	3670	Tobacconist....	55 Suffolk street.
John Carl.....	1965	Segar-maker ...	41 Avenue A.
Nicholas Burkart.....	2468	Accountant ....	255 Houston street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John K. Fisher.....	2033	Steam & gas-fit.	175 Allen street.
William Carl .....	155	Cabinet-maker, .	41 Avenue A.
Lewis J. Hoffman .....	1936	do ...	252 Houston street.
John J. Burkhart.....	836	do ...	62 Avenue A.
G. W. Van Benschoten..	2819	Ship-carpenter..	437 Houston street.
Joseph Burkhart .....	1149	Iron-railing mak,	62 Avenue A.
Frederick S. Gwyre.....	1914	Accountant ....	446 Houston street.
Clarence S. Green .....	1971	Stereotyper ....	13 Suffolk street.
Thomas L. Brooks .....	.....	Merchant .....	32 Third street.
John H. Asten.....	1965	Accountant ....	7 Essex street.
Jonathan G. Mooney....	3133	Stereotyper ....	98 Suffolk street.
Peter Platt.....	3061	Printer .....	161 Essex street.
Henry W. Lee .....	.....	Merchant .....	39 Delancy street.
Stephen A. Lee .....	3554	Accountant ....	1 Stanton street.
John Karstens .....	.....	Cartman .....	104 Clinton street.
William Fisher.....	.....	Butcher .....	81 First street.
Charles Beam.....	.....	Sail-maker .....	91 Norfolk street.
James Doyle.....	.....	Merchant.....	117 Allen street.
Thomas H. Volk .....	.....	Accountant .....	46 First street.
Daniel Noll.....	.....	Cartman.....	177 Third street.
James G. Weaver.....	.....	Carpenter.....	55 Elizabeth street.

John Slowey and Wm. H. Charlock, *Representatives.*

## Washington Engine Company, No. 20.

Stationed at No. 3 Temple street.

House in bad condition, and entirely too small. Engine third class, crane neck, piano style,  $7\frac{1}{2}$ -inch cylinders, 9-inch stroke, in good condition; built in 1856, by Torboss & Co. Present number of men 45. 400 feet of hose, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Roberts, <i>Foreman</i> ..	....	Roofer .....	46 Trinity place.
Andrew Seeley, <i>Assistant</i> .	2008	Boatman .....	19 Albany street.
Michl. Meehan, <i>Secretary</i> .	3660	Clerk .....	7 Greenwich street.
John Robinson .....	400	Painter .....	100 Wall street.
J. J. Morrissey .....	....	Hotel .....	198 Spring street.
Charles Weeks, Jr. ....	....	Cooper .....	48 Orchard street.
Daniel Boucher .....	1894	Bookbinder ....	425 Pearl street.
Edward C. Butler .....	375	Calker .....	174 Broome street.
John Clements .....	....	Printer .....	87 Thompson street.
Cornelius O'Donnell. ....	2599	Morocco-dresser.	15 Rose street.
Charles Daly .....	....	Collector .....	3 Temple street.
Patrick Grace .....	386	Grocer .....	12½ Baxter street.
Charles Riesler .....	3666	Cigars' .....	3 Temple street.
Timothy Bohen .....	3431	Cordwainer .....	38 Trinity place.
William Aikin .....	3047	Gas-fitter .....	3 Temple street.
Louis Seebeck .....	3557	Grocer .....	24 Thames street.
Daniel Crowley .....	3677	Carpenter .....	3 Temple street.
John Donnelly .....	3635	Printer .....	36 Whitehall street.
Henry Conklin .....	371	Boatman .....	3 Temple street.
Matthew Stripp .....	2584	Cartman .....	do.
Michael Vallory .....	314	Boatman .....	do.
Lawrence McMahon ....	3731	Plumber .....	126 Greenwich street.
John Donoghue .....	1822	Clerk .....	3 Temple street.
Patrick Gillen .....	2070	Cooper .....	do.
Dennis Sullivan .....	1116	Printer .....	do.
Thomas Connors .....	2340	Cooper .....	162 Washington st.
John Stanley .....	1444	Painter .....	38 Trinity place.
Thomas Cleary .....	3006	Varnisher .....	30 Trinity place.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas Lawther .....		Cartman .....	— Orchard street.
John Higgins .....		do .....	— Varick street.
John J. Skehen .....		Cooper .....	3 Temple street.
James J. Flanagan .....		do .....	29 Park street.
Daniel Donovan .....		Cartman .....	61 Washington st.
William Walsh .....		Calker .....	101 Washington st.
John Connor .....	3220	Clocks .....	104 Cedar street.
William Redmond .....		Clerk .....	336 Greenwich street.
David Closey .....		Cartman .....	24 Thames street.
Daniel Donavan .....		Boatman .....	59 Washington st.
John Mulroy .....		Printer .....	35 Pearl street.
Thomas Douglas .....		Sail-maker .....	3 Temple street.
David J. Leahy .....		Plate-printer .....	51 Washington st.
William Burkle .....		Watch-maker .....	19 Rector street.
Peter Smith .....		Jeweler .....	71 Duane street.
James H. Rees .....		Clerk .....	79 North Moore st.
Michael Loftus .....		Cartman .....	168 Washington st.

J. Joseph Morrissey and Charles Weeks, Jr., *Representatives.*

### Fulton Engine Company, No. 21.

*Stationed at No. 86 Worth street.*

House in bad condition, and entirely too small. Engine second class, Philadelphia style, 8½-inch cylinders, 9-inch stroke; built in 1851, by James Smith; rebuilt in 1858 by the same. Present number of men 42. 400 feet of hose, all of which is good. This company have, also, an old New York style engine, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. McCullough, <i>Foreman</i> .....	3327	Brass-moulder .....	67 Centre street.
Henry Banks, <i>Assistant</i> .....	491	Cartman .....	215 Hester street.
Michael Conlin, <i>Secretary</i> .....	408	Iron railing mk. ....	43 Elm street.
Morty Sullivan .....	3741	Salesman .....	86 Worth street.
John O'Rourke .....	3763	Bricklayer .....	28 Spring street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
George Kavanagh .....	495	Porter .....	86 Worth street.
James Glass .....	2213	Inspector .....	75 Worth street.
Patrick J. Brophy.....	494	Carman .....	520 Pearl street.
Luke Kavanagh .....	496	Mason .....	47 Elm street.
James J. Wier .....	2308	News-agent ....	86 Worth street.
William Moran.....	2818	Cooper .....	488 Pearl street.
Thomas Bolan.....	903	Butcher .....	Astor-House.
Thomas Coggins.....	2996	Mason .....	47 Vestry street.
James Higgins .....	3360	Segarmaker ....	28 Spring street.
John Riorden.....	1081	Porter .....	51 Park street.
William Lomax .....	3795	Tassel-maker ...	31 Park street.
Malachi Healy .....	3819	Boiler-maker ...	113 Worth street.
Thomas Dunn.....	3841	Carpenter .....	48 Elm street.
Thomas Dolan .....	3576	Iron-melter ....	37 Park street.
William Finegan .....	2201	Saw-maker, ....	543 Pearl street.
James Feeney .....	3820	Silver-finisher ..	24 City-Hall place.
Patrick T. Wall.....	2111	Glass-cutter ....	72 Oliver street.
William T. Casey.....	2135	Calker .....	110 Worth street.
Michael Fitzgerald.....	1688	Printer.....	34 Mott street.
John Conklin .....	.....	do .....	46 Mulberry street.
Dennis Manning.....	.....	Moulder .....	54 Duane street.
John Roberts .....	.....	Painter.....	113 Worth street.
John McCrann.....	.....	Porter .....	54 Duane street.
Michael Lynch .....	.....	Silver-smith....	do.
Jacob Willsey .....	.....	Carpenter .....	59 Centre street.
Thomas McNiff .....	.....	Cartman.....	42 Park street.
Hugh Burns.....	.....	do .....	11 Elm street.
John J. Boyle .....	.....	Jeweler .....	28 Spring street.
Patrick Fitzgerald.....	.....	Mailer .....	34 Mott street.
Dennis Ryan.....	.....	Bricklayer ....	121 Worth street.
John Brennan.....	.....	Oysters.....	104 Mott street.
James Collins .....	.....	Blacksmith ....	122 Worth street.
Thomas Mulhouland.....	.....	Frame-maker....	160 Leonard street.
Hugh Masterson.....	.....	Detective .....	20 White street.
Thomas Ryan.....	.....	Printer.....	8 Doyer street.
Thomas Haly .....	.....	Clerk .....	113 Worth street.
Michael Finnegan .....	.....	Marble-cutter ..	121 Worth street.

James Glass and P. J. Brophy, *Representatives.*

**Protector Engine Company, No. 22.***Stationed at No. 22 Chambers street.*

House in good order. Engine second class, crane neck, piano style, 8-inch cylinders, 9-inch stroke, in good condition; built in 1856, by Torboss & Co. Present number of men 32. 400 feet of hose in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Caleb Sears, <i>Foreman</i> ...	409	Joiner .....	36 Bowery.
John R. Reidor, <i>Assistant</i> ...	616	Tinsmith .....	426 Cherry street.
G. H. Southwell, <i>Secretary</i>	2295	Clerk.....	484 Pearl street.
James Conner.....	.....	Shoe-maker.....	255 Spring street.
Michael Murphy.....	3811	Clerk.....	22 Chamber street.
R. T. Entwistle.....	2241	Printer.....	93 Ludlow street.
Edward Lanth .....	.....	Japaner .....	139 Leonard street.
William Egan .....	399	Cooper .....	71½ Division street.
Richard Powers .....	401	Cartman .....	72 Roosevelt street.
Wm. J. Kelly.....	2276	Plumber .....	53 Oak street.
John Convy .....	403	Cooper .....	137 Cherry street.
P. H. Jones .....	407	Ship-carpenter..	124 Cherry street.
P. H. Mullins.....	1752	Clerk .....	22 Chambers street.
Oliver Hitchcock .....	1164	Baker .....	98 Allen street.
Patrick McDermott.....	2470	Tinsmith .....	32 Oak street.
Richard Fitzgibbon.....	1627	Decorator .....	32 Scammel street.
Lewis Chamberlain .....	2674	Jeweler .....	70 Sixth avenue.
Thomas J. McDonnell...	449	Printer.....	39 Frankfort street.
Geo. Fendall.....	2454	Stevedore.....	14th st. and 2d av.
William Lee .....	922	Merchant-tailor.	128 Eldridge street.
William McBeath.....	3219	Brass-founder...	20 Jefferson street.
Martin England .....	508	Printer .....	33 Catharine street.
James Williamson .....	3703	Baker. ....	221 Mott street.
Richard England .....	2271	Blacksmith.....	do.
James Roach .....	1141	Frame-maker...	26 Roosevelt street.
John Logan.....	.....	Baker .....	115 Roosevelt street.
C. T. Jahnel .....	2285	Architect.....	277 Madison street.
D. J. Sullivan.....	2200	Pressman.....	79 Frankfort street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
William P. Gorman.....	....	Machinist.....	7 Chambers street.
Thomas Higgins.....	....	Umbrellas .....	12 Jacob street.
Francis Pollock .....	....	Clerk .....	80 Frankfort street.
Edward M. O'Neil.....	....	News agent....	105½ Division st.

Edward Louth and William Lee, *Representatives.*

### United States Engine Company, No. 23.

*Stationed at 53 Twelfth street, East.*

House in good order. Engine third-class piano style, 7-inch cylinders, 9-inch stroke; built in 1853, by James Smith, in good condition. Present number of men 19. 400 feet of hose, in ordinary condition. Performs duty in the Fourth and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas Daly, <i>Foreman</i> ...	23	Marble-cutter ..	134 East 23d street.
Isaac Youdale, <i>Assistant</i> .	3032	do ..	134 East 23d street.
Michael Fogarty, <i>Secretary</i>	419	Painter. ....	466 Second avenue.
George Smith.....	543	Plumber, .....	53 East 12th street.
Patrick Corwin .....	31	Publican .....	74 Third avenue.
John Sexton.....	....	Plumber .....	921 Broadway.
David Neil .....	1157	Mason .....	134 East 22d street.
Edward Brennan .....	2663	Plumber.....	53 East 12th street.
Thomas Farrell.....	....	Marble-cutter ..	13th street, East.
William Bell.....	3259	Carpenter .....	372 Second avenue.
Edward McGinn.....	3328	Publican .....	53 East 12th street.
Michael W. Creamer ...	2004	Mason.....	110 Seventh avenue.
Patrick Kenedy .....	2393	do .....	53 East 12th street.
David Lenehan.....	2376	do .....	229 East 12th street.
Thomas Quinn .....	2685	Painter.....	81 Third avenue.
William F. Buckman....	3228	do .....	221 East 18th street.
Jeremiah J. Kelly .....	....	Marble-cutter ..	202 East 15th street.
John Cannon .....	....	Plasterer .....	70½ Third avenue.
Thomas Burke .....	....	do .....	28 East 11th street.

P. Corwin and J. Sexton, *Representatives.*

**Jackson Engine Company No. 24.***Stationed at 279 West Seventeenth street.*

House in good condition. Engine second-class, piano style,  $8\frac{1}{2}$ -inch cylinders, 8-inch stroke, in good condition; built in 1856, by Jas. Smith. Present number of men 40. 800 feet of hose, all of which is good. This company have also an old piano style engine,  $8\frac{1}{2}$  inch cylinders, 8-inch stroke, in ordinary condition; also a hose-tender in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
W. M. Mitchell, <i>Foreman</i>	450	Carrier.....	207 Eight avenue.
Geo. Henderson, <i>Assistant</i>	24	House-smith ...	254 West 17th street.
John Finley, <i>Secretary</i> ...	2172	Stair-builder ...	122 Perry street.
Henry J. West.....	2142	Feed store .....	632 Hudson street.
Robert McWhinney.....	451	Stone-cutter....	Eighth av. & 18th st.
Samuel McKinley .....	2252	Carpenter.....	99 Ninth avenue.
Edward Hickey .....	458	Boiler-maker ...	95 Ninth avnue.
William C. Miller.....	459	Tinsmith .....	221 West 20th street.
Thomas Clark.....	523	Cartman .....	285 West 17th street.
William Smith.....	470	Boiler-maker ...	294 West 17th street.
Alexander Clark.....	471	Tinsmith.....	285 West 17th street.
John Murphy .....	472	Locksmith .....	74 West 22d street.
William Hamilton .....	473	Mason .....	283 West 17th street.
Frederick Hesse.....	2235	Butcher.....	14 Jane street.
John McInnes.....	2410	Dyer .....	223 West 17th street.
James Ward.....	....	Carpenter .....	110 Eighth avenue.
James Henderson.....	2776	do .....	254 West 17th street.
John Fray.....	2365	do .....	80 Horatio street.
Charles W. Prime .....	3591	Machinist.....	613 Greenwich street.
Gerardus Mabie .....	2425	Sail-maker .....	232 West 16th street.
Thomas Roberts.....	2427	Boot-maker,...	96 Ninth avenue.
Joseph Burns .....	2471	Mason .....	283 West 17th street.
Edward Henderson .....	2993	Housesmith ...	254 West 17th street.
John Cowey .....	2973	Moulder .....	289 9th avenue.
Thomas Minor .....	2444	Machinist.....	270 West 17th street.
Benjamin Nodine.....	2437	Blacksmith ...	236 West 17th street.
Lewis M. Sturtevant ...	2432	Carpenter.....	632 Hudson street.
James Caldwell .....	2451	Cartman.....	225 West 17th street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Josiah Vreeland.....		Clerk .....	253 West 17th street.
Peter Boyland .....		Tinsmith .....	239 West 16th street.
Charles Chambers .....		Machinist.....	142 Tenth avenue.
James Pollock .....		Harness-maker..	319 West 19th street.
John Clendining.....		Cartman .....	271 West 17th street.
James Graham.....		Letter-carrier...	174 West 13th street.
David Papworth .....		Butcher .....	282 West 17th street.
John S. Walkinshaw....		Pianofortes ....	283 West 17th street.
James J. Smith .....		Carpenter.....	315 West 17th street.
Frank Smyth .....		Tinsmith .....	54 Ninth avenue.
Thomas Cummings .....		Pistols.....	298 West 17th street.
John H. Sparling .....		Tinsmith.....	87 Hammond street.

Francis A. Jackson and John Gorman, Jr., *Representatives.*

### Cataract Engine Company, No. 25.

*Stationed at No. 1006 Broadway.*

House in good order, but too small. Engine second class, piano style, 8-inch cylinders, 9-inch stroke in good condition; built in 1857, by J. H. Sickels. Present number of men 41. 400 feet of hose, all of which is good; also, a hose tender, in good condition. Performs duty in the Second and Third Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
William Lamb, <i>Foreman.</i>	25	Carpenter .....	62 West 21st street.
Hugh Powers, <i>Assistant.</i>	2144	Clerk .....	141 West 16th street.
Chas. McCormick, <i>Sec'y.</i>	3822	Coach-painter ..	391 Ninth avenue.
Andrew Phillips.....	442	Sawyer.....	93 West 26th street.
George Reid .....	444	Mason .....	179 West 42d street.
John J. Runyon.....	440	Clerk.....	183 West 23d street.
Robert Ellis .....	2721	Cabinet-maker..	463 Eighth avenue.
John Meeks.....	478	Blacksmith ....	154 West 42d street.
William L. Toms .....	445	Carpenter .....	182 West 18th street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Andrew Tennant .....	2119	Plasterer .....	105½ West 26th st.
Philip Hawkins .....	2972	Gold-beater ....	292 West 27th street.
Patrick Ward.....	542	Mason .....	388 Seventh avenue.
Samuel Mathews .....	846	Stage-driver ....	102 West 40th street.
Robert Layburn.....	3231	Machinist.....	211 West 26th street.
Mathew Brennan .....	3148	Carpenter.....	14 West 26th street.
John Marshall.....	2560	Stone-cutter ....	282 West 28th street.
Patrick H. Byrne .....	3244	Painter .....	109 West 25th street.
Joseph McGinn.....	3064	Stone-cutter ....	213 West 40th street.
Michael Lee .....	1827	Plasterer.....	125 West 21st street.
James Sorby.....	....	do .....	284 West 26th street.
Levi Bennett.....	716	Coach-painter ..	1005 Broadway.
William Leslie .....	2605	Plumber.....	239 West 29th street.
Charles A. O'Roark.....	3973	Cartman .....	255 West 16th street.
Michael Morrison.....	253	Housesmith ....	81 Ninth avenue.
Richard Warner.....	....	Stair-builder ...	175 West 29th street.
James Twaddle.....	2854	Paper-stainer...	280 West 28th street.
William Ross .....	2856	Cartman .....	257 Ninth avenue.
William Eaton .....	....	Stone-cutter.....	89 West 19th street.
James Barker.....	....	Carpenter.....	241 West 26th street.
William Areson .....	....	Plumber .....	73 West 27th street.
Michael Pettit .....	....	Grate & fend. m'r.	485 Sixth avenue.
Patrick McKenna .....	3692	Cartman .....	330 West 27th street.
Thomas Dyke .....	3550	Whitesmith ....	305 West 25th street.
Terrance Kiernan.....	....	Pianos .....	96 West 20th street.
Peter Casserty .....	....	Housesmith ....	280 West 16th street.
Arthur Rork .....	....	Marble-cutter...	175 West 34th street.
John Sully .....	....	Plumber.....	60 West 32d street.
Daniel Brooks.....	....	Brass-finisher ...	do.
John Hawkins .....	....	Gold-beater ....	292 West 27th street.
Joseph King.....	....	Boiler-maker ...	329 West 26th street.
John Curtis.....	....	Painter .....	282 Eighth avenue.

George Reid and John J. Runyon, *Representatives.*

## Jefferson Engine Company, No. 26.

Stationed at No. 83 Fifth street.

House in good order. Engine third class, piano style, four 7-inch cylinders, 5-inch stroke, patent capstan, in good condition, built in 1853 by J. H. Sickels. Present number of men 46. 600 feet of hose, of which 250 feet is good; also a hose-tender in good order. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Ford, <i>Foreman</i> ....	512	Hatter .....	83 Fifth street.
Dan'l Albertson, <i>Assistant</i> ..	520	Cartman .....	do.
Jas. R. Elsey, <i>Secretary</i> ..	1406	Merchant * .....	116 Allen street.
Jno. M. Burritt .....	746	Grocer .....	22 First avenue.
Geo. F. Grassall .....	.....	Clerk .....	125 Monroe street.
Aug. Reinhold .....	1119	Cartman .....	130 Cannon street.
Robert N. Campbell .....	.....	Butcher .....	110 Sixth street.
Thos. Harrington .....	506	Printer .....	55 First street.
Richard M. J. Ellis .....	507	Gilder .....	83 Fifth street.
Fra. Hensey .....	509	Cabinet-maker ..	187 East 17th street.
Noah L. Chamberlain ...	850	Cartman .....	116 Cannon street.
Chas. Willett .....	637	do .....	94 Third street.
Ncs. Seger .....	638	Builder .....	15 Avenue A.
Henry Guinch .....	518	Cartman .....	199 Avenue B.
Jno. W. Walters .....	2753	do .....	15 First avenue.
Jas. M. Bunce .....	1787	Butcher .....	83 Fifth street.
Chas. E. Stuck .....	2889	Painter .....	5 First avenue.
Edw. Collum .....	.....	Cartman .....	83 Fifth street.
Sebastian Erdmiller .....	3349	Marble-cutter ..	285 Bowery.
Thomas E. Tripler .....	26	Lumber-merch't ..	123 Seventh street.
Christian Wengler .....	3127	Plumber .....	7 Avenue A.
Jacob Simmons .....	3378	Pocket-book m'r ..	247 East 12th street.
Isaac N. Merritt .....	.....	Butcher .....	.....
Thos. Doyle .....	2962	Cartman .....	333 Bowery.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Geo. F. Lord.....	26	Cartman .....	62 First street.
Wm. H. Henderson.....	636	do .....	163 Allen street.
Wm. B. Burrell .....	526	Baker .....	80 Third street.
Corns. P. Henderson....	2057	Cartman .....	83 Fifth street.
Geo. W. Slocum.....	2255	Mason .....	do
Geo. Hamber .....	3090	Cartman.....	do.
Wm. F. Donaldson .....	3796	Frame-maker...	189 Orchard street.
Jacob Roth.....	2926	Cartman .....	12 Fifth street.
Jno. Wetman .....	2621	Upholsterer ...	83 Fifth street.
Chas. W. Chamberlin ...	267	Mason .....	110 Sixth street.
Alvin Hyatt .....	2678	Butcher .....	83 Fifth street.
Isaac A. Rhoads.....	....	do .....	75 Fifth street.
George Sheerer.....	....	Marble-cutter ..	285 Bowery.
Charles Brower .....	....	Butcher .....	27 First avenue.
Henry R. Burger.....	....	do .....	195 Orchard street.
John S. Courtier .....	....	Mason .....	83 Third street.
William B. Leitch .....	....	Varnisher .....	121 Allen street.
Anton Nestler .....	....	Painter.....	38 First avenue.
Frederick Coleman .....	....	Turner .....	36 Avenue C.
Casper Short.....	....	Brass-finisher ..	180 Ludlow street.
William B. Thomas .....	....	Carpenter .....	128 Seventh street.
Oliver H. Kingsland .....	....	Grainer.....	44 First street.

Robt. N. Campbell and Thos. E. Tripler, *Representatives.*

**Fort Washington Engine Company, No. 27.***Stationed at Carmansville.*

House in good order. Engine third class, piano new style, four 7-inch cylinders,  $4\frac{1}{8}$ -inch stroke, patent capstan, in good condition; built in 1855, by Pine & Hartshorn. Present number of men 23. 450 feet of hose, in ordinary condition. Performs duty in Carmansville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robt. E. Fay, <i>Foreman</i> ..	2064	Express .....	Carmansville.
R. R. Bradbrook, <i>Assistant</i>	3272	Clerk .....	do.
John P. Church, Jr., <i>Sec'y.</i>	3506	Merchant .....	do.
D. W. C. Ward .....	2041	Grocer .....	do.
Henry W. Johnson .....	413	Average-adjuster	do.
Thomas D. Butler .....	2065	Carriage-maker .	do.
John Cuthill .....	....	Planing-mill ....	do.
James Robertson .....	416	Carpenter .....	do.
John Dally .....	1496	Merchant .....	do.
Daniel B. Post .....	2699	do .....	do.
William Johnston .....	3043	Butcher .....	do.
Edward Barnett .....	3212	Harness-maker ..	do.
Samuel Halden .....	3519	Hotel-keeper ...	do.
William A. Mills .....	3044	do .....	do.
John C. Graff .....	3521	Teacher .....	do.
Christian Seruter .....	3689	Boot-maker ....	do.
George Seaman .....	3193	Clerk .....	do.
John H. Carey .....	2711	Builder .....	do.
Benj. S. Church .....	1267	Civil-engineer ..	do.
Samuel Beckley .....	....	Gardner .....	do.
James Cummings .....	....	Carpenter .....	do.
Wm. H. Darrow .....	....	do .....	do.
John E. Short .....	....	Blacksmith ....	do.

Robert E. Fay and Henry W. Johnson, *Representatives.*

**Pacific Engine Company No. 28.***Stationed at 377 Fourth avenue.*

House in good order. Second-class company, at present using an old New York style engine,  $6\frac{1}{2}$ -inch cylinders, 9-inch stroke, in good condition. Present number of men 15. 400 feet of hose, all of which is good. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
S. M. Simpson, <i>Foreman</i> .	1285	Builder.....	325 Third avenue.
L. H. Clussman, <i>Assistant</i>	1260	Accountant....	183 East 15th street.
R. P. H. Abell, <i>Secretary</i>	280	Clerk.....	377 Fourth avenue.
John J. Bradley.....	674	Livery-stables..	4th av. and 18th st.
John W. Pettigrew.....	2039	Contractor.....	240 Fifth avenue.
David W. Quimby.....	3282	Cartman.....	146 East 28th street.
William H. Keyes.....	3203	R. E. Agent...	82 East 30th street.
Henry W. Richards.....	2618	Clerk.....	101 Second avenue.
William Foulke, Jr.....	1115	Merchant.....	14 West 23d street.
Derby Moore.....	2676	Clerk.....	375 Fourth avenue.
Robert J. Loomas.....	1279	Restaurant.....	150 Lexington av.
George A. Bloomer.....	1221	Clerk.....	141 East 21st street.
William Travis.....	3588	Fire Ins. Surv'r.	145 Third avenue.
James Crawford.....	223	Cartman.....	375 Fourth avenue.
Bartly Donahue.....	.....	Butcher.....	94 28th street.

John W. Pettigrew and William Foulke, Jr., *Representatives.*

## Guardian Engine Company, No. 29.

*Stationed at No. 14 West Tenth street.*

House in good order. Engine second class, piano style, 8 inch cylinders, 9-inch stroke, patent capstan, in good condition, built in 1854, by W. H. Torboss. Present number of men 52. 650 feet of hose in ordinary condition; also, a hose tender in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Eli Bates, <i>Foreman</i> .....	545	Mason .....	9 Patchin place.
John Campbell, <i>Assistant</i>	29	Butcher .....	3 Seventh avenue.
Alfd A. Senior, <i>Secretary</i>	2181	Clerk.....	75 Carmine street.
John W. Totten.....	3247	Butcher .....	546 Hudson street.
Hiram Weeks.....	548	Painter .....	64 Greenwich avenue.
Henry L. Davis .....	....	Oyster-dealer ...	94 Grove street.
Joseph Walters.....	576	Cartman.....	60 Greenwich avenue.
Charles Paul.....	2129	Metal-roofer....	293 West 17th street.
M. J. O'Brien.....	561	Cartman.....	172 West 10th street.
Henry Springstein.....	562	Fruit-dealer ...	83 Perry street.
Malcom Mossman.....	564	Safe-maker .....	203 West 13th street.
Isaac Evans.....	565	Butcher .....	2 Patchin place.
Edward Van Slight ...	634	do .....	135 West 16th street.
Theodore Wilmott.....	569	Mason .....	165 West 24th street.
Robert J. Nealey .....	581	Fish-dealer.....	24 Christopher street.
James A. Wake.....	572	Pianoforte .....	19 Leroy street.
John Farrell.....	1228	Mason .....	79 Greenwich avenue.
John Hurd .....	115	Gentleman ....	14 West 10th street.
Thomas Leonard.....	2778	Mason.....	do.
Robert D. Brown.....	571	Cartman .....	do.
Francis Graham.....	2947	Plumber.....	16½ Downing street.
Jacob Morse.....	3031	Cartman .....	135 Leroy street.
Wm. McGloine.....	3018	Butcher .....	44 Perry street.
Eugene Ward.....	29	do .....	6 Leroy street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Joseph Farrell .....	464	Plasterer .....	14 West 10th street.
John Straut .....	3814	Cartman .....	108 Bank street.
Alexander Romain.....	3900	Boiler-maker ...	14 West 10th street.
Wm. G. Knox .....	1429	Printer.....	13 Hammond street.
James K. Kelley .....	2493	Cartman .....	14 West 10th street.
John Carr.....	2211	Brass-finisher ...	140 West 10th street.
Charles W. Springer....	3729	Stair-builder ...	14 West 10th street.
John R. Scott.....	2329	Safe-maker.....	24½ Christopher st.
Jacob Hart.....	469	Cartman .....	2 Gansevoort street.
Martin F. Morange .....	2949	Clerk .....	54 Washington place.
William Keane.....	604	Plumber.....	15 West 13th street.
Terrance McGowan.....	2925	Butcher .....	14 West 10th street.
John Munhaull.....	2919	Gas-fitter.....	do.
John Hopkins.....	2925	Carpenter .....	do.
Richard J. Fosdick .....	3403	Painter .....	192 West 11th street.
John Kennedy .....	...	Ship-carpenter..	14 West 10th street.
Alexander Van Wart ...	509	Butcher .....	196 Waverly place.
Henry A. Vanderbeck... 3136	3136	Blacksmith ....	14 West 10th street.
Franklin T. Levering....	...	Mason .....	61 Bank street.
Thomas P. Okie, Jr.....	...	Clerk .....	145 Waverly place.
John Larkin.....	...	Cartman .....	126 Eighth street.
Jacob Marseilles.....	...	Carpenter.....	202 West 16th street.
Stacy Hepburn .....	...	do .....	137 West 16th street.
William Lee.....	...	Engineer .....	262 West 13th street.
John Lee.....	...	Moulder .....	do.
Robert F. Dyer .....	...	Safe-maker.....	69 Bank street.
C. V. Lawrence .....	...	Sash and blinds.	386 Sixth avenue.
Luke Kelly .....	...	Cartman .....	13 Hammond street.

Malcom Mossman and Eugene Ward, *Representatives.*

**North River Engine Company, No. 30.***Stationed at No. 153 Franklin street.*

House in good condition. Second-class company, but at present using an old third-class engine, patent capstan, 7-inch cylinders, 9-inch stroke, in good condition. Present number of men 47. 400 feet of hose, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
B. F. Grant, <i>Foreman</i> ...	1203	Merchant .....	66 North Moore st.
H. W. Hunt, <i>Assistant</i> ...	1256	Harness-maker..	412 Greenwich street.
Geo. H. Lamb, <i>Secretary</i> .	54	Engineer .....	38 Vandam street.
J. S. Smily .....	3330	Clerk .....	177 Franklin street.
William McGrew .....	2960	Ice-dealer .....	66 North Moore st.
A. M. C. Smith .....	1204	Hose-maker ....	154 Franklin street.
Wm. F. Searing .....	1206	Carpenter .....	61 Crosby street.
James M. Quay .....	1209	Cartman .....	153 Franklin street.
Wm. Pennington .....	2861	Ice-dealer .....	3 W. Broadway place.
Chas. A. Freeland .....	434	Clerk .....	76 Hudson street.
J. H. Dougherty .....	2056	Ice-dealer .....	110 Hudson street.
William B. Holt .....	2082	do .....	10 Laurens street.
R. J. Walsh .....	2542	Cartman .....	153 Franklin street.
Wm. H. Richardson ....	549	Ice-dealer .....	425 Greenwich street.
Wm. T. Patterson .....	544	Cartman .....	129 Hudson street.
Thomas B. Bavier .....	3098	Ice-dealer .....	135 West 10th street.
H. Bauckham .....	1038	Machinist .....	412 Greenwich street.
B. Woods .....	2149	Merchant .....	62 North Moore st.
Thomas Farley .....	3368	Cartman .....	200 Church street.
J. S. Machay .....	....	Hose-maker ....	44 North Moore st.
Wm. McNally .....	347	Merchant .....	14 Thompson street.
J. L. Gascon .....	3335	do .....	118 Franklin street.
Edward T. Murphy .....	3396	Ice-dealer .....	86 Vandam street.
H. C. Hart .....	1798	Cartman .....	12 Walker street.
Geo. Moses .....	3919	Moulder .....	412 Greenwich street.
T. Money Penny .....	1468	Dyer .....	410 Canal street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
G. G. Allen.....	1561	Ice-dealer ....	10 Jay street.
B. J. Bly.....		do .....	do.
T. J. Kelly .....	1818	Clerk .....	359 Spring street.
Jos. Tyson .....	1495	Merchant .....	91 Leonard street.
Wm. Crussell .....	2274	Ice-dealer .....	38 Vandam street.
G. H. Crolius .....	2309	Sail-maker .....	157 Franklin street.
T. G. Ralph .....	2301	Clerk .....	127 West Broadway.
Joseph Creteau.....	2291	do .....	425 Greenwich street.
T. J. Githens .....	2205	Machinist.....	100 Hudson street.
T. A. Nooning.....	2224	Ice-dealer .....	10 Jay street.
A. J. O'Brien.....		Boiler-maker ...	24 Desbrosses street.
Chas. Antony.....	2593	Butcher .....	90 Hudson street.
Wm. Andrews .....	2219	Machinist.....	149 Franklin street.
R. H. Stiles .....	3683	Printer.....	225 Hudson street.
Edward Ayres .....		Cartman .....	87 Barrow street.
M. Riordan.....		Engineer .....	97 Hudson street.
J. Casey .....		Coppersmith ...	77 North Moore st.
J. R. Candee .....		Derrick .....	55 North Moore st.
J. Burke .....		Clerk .....	60 Harrison street.
E. Soulleynet .....		Varnisher & pol'r	132 West Broadway.
James Miller.....		Paper-dealer ...	153 Franklin street.

A. M. C. Smith and William Pennington, *Representatives.*

**Adriatic Engine Company, No. 31.***Stationed at No. 49 Chrystie street.*

House in good condition. First-class company, but at present using an old third-class engine. Present number of men 28. 500 feet of hose, in good condition. This company have also a hose tender, in good order. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
William Hutton, <i>Foreman</i>	2080	Ship-joiner . . . .	66 Chrystie street.
Manuel Sylva, <i>Assistant</i> . .	187	Morocco-finisher	154 Canal street.
Izra Bergman, <i>Secretary</i> . . . .		Calker . . . . .	373 Madison street.
Chas. A. Childs . . . . .		Express . . . . .	27 Canal street.
George Braitmayer . . . . .		Tin-roofer . . . . .	4 Spring street.
John McCauley . . . . .	3956	Clerk . . . . .	70 Chrystie street.
William Rainer . . . . .	3798	Merchant . . . . .	126 Forsyth street.
Charles Montanye . . . . .	3830	Gold-beater . . . .	28 Norfolk street.
James Conlon . . . . .	3748	Shipwright . . . .	25 Spring street.
Z. D. Mullen . . . . .	1775	Brass-finisher . . .	64 Sheriff street.
Edward Burke . . . . .	3824	Calker . . . . .	74 Norfolk street.
Henry H. Taylor . . . . .	503	Carriage-finisher .	92 Delancy street.
Edward Flaherty . . . . .	3959	Machinist . . . . .	49 Chrystie street.
Walter H. Rumsey . . . . .	3119	Painter . . . . .	do.
Jas. O'Neill . . . . .	3525	Calker . . . . .	do.
Jas. Gillaway . . . . .	313	Provisions . . . .	177½ Hester street.
Jas. A. Creiger . . . . .	3118	Pencil-cases . . . .	49 Chrystie street.
Peter Hug . . . . .	2316	Brass-founder . . .	2 Rose street.
David Fleming . . . . .	3140	Calker . . . . .	29 Monroe street.
Jas. Robinson . . . . .	359	Piano-finisher . .	10 Suffolk street.
Bernard Maloney . . . . .		Marble-cutter . .	154 Canal street.
John Collopy . . . . .		Gas-fitter . . . . .	4 Stanton place.
Eugene C. Shine . . . . .		Clerk . . . . .	117 Canal street.
Redmond McManus . . . . .		Cartman . . . . .	111 Mott street.
Cornelius Gillen . . . . .		Printer . . . . .	154 Canal street.
John Cullen . . . . .		Boiler-maker . . .	do.
Patrick H. Cooley . . . . .		Cartman . . . . .	26 Eldridge street.
Edward Flynn . . . . .		Glass-cutter . . .	74 Allen street.

Chas. A. Childs and Jas. A. Cregier, *Representatives.*

### Black Joke Engine Company, No. 33.

*Stationed in Fifty-eighth street, near Broadway.*

House in good order. Engine second class, end brakes, four 8-inch cylinders,  $4\frac{1}{8}$ -inch stroke, with patent capstan, in good condition; built in 1855, by Pine & Hartshorn. Present number of men 48. 900 feet of hose, all of which is good; also a hose tender in good order. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Peter Masterson, <i>Foreman</i>	33	Contractor.....	58th st. near B'dway.
W. H. Masterson, <i>Assistant</i>	3538	do .....	54th st. & Broadway.
Luke Kealy, <i>Secretary</i> ...	3443	Butcher .....	58th st., near B'dway.
James A. McCormick...	2344	Stable-keeper...	563 Eighth avenue.
James A. McCormick...	667	Butcher .....	58th st. and 7th av.
John Mehrrens .....	3093	Mason .....	52d st., 6th & 7th avs.
Wm. A. Turnure .....	....	Livery-stables ..	31 West 41st street.
Owen McIntyre .....	2538	Cartman .....	51st st. near 7th av.
Nicholas Rooney .....	987	Blacksmith ....	53d st. and Broadway.
John Quinn.....	2578	Contractor.....	100th st. & Broadway.
James McDermott .....	2512	Butcher .....	7th av., near 58th st.
Patrick Ruth .....	....	Workman .....	59th st. and 11th av.
Bernard McCormick ....	2356	Cartman .....	7th av. and 56th st.
Patrick Keirnan.....	2407	Junk-store.....	52d st. and 7th av.
Michael Conway.....	2358	Cartman .....	56th st. and 7th av.
Edward McCosker.....	2357	do .....	57th st., near 7th av.
Michael Treacy.....	2650	Grocer .....	58th st. and 8th av.
Peter Masterson.....	3331	Silver-plater ...	53d st. and Broadway.
James Conley .....	670	Cartman .....	54th st., near 7th av.
Michael Corcoran.....	2406	do .....	38th st., near 3d av.
Patrick Foy .....	2576	do .....	56th st., near 7th av.
Patrick Keese.....	2419	do .....	53d st. and Broadway.
John Conley .....	2355	House-mover ...	57th st., near 7th av.
George Smith.....	2557	Cartman .....	do.
James Butler .....	2412	do .....	52d st., near B'dway.
Wm. J. Linden .....	2574	do .....	62d st., near B'dway.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James McCurren .....	2771	Cartman .....	53d st., near B'dway.
Robert Gamble.....	2682	Coroner .....	54th st., near 5th av.
Thomas Donohue .....	1430	Grate & fend. m'r .....	47th st., near 8th av.
John N. Ritter.....	3178	Carpenter .....	52d st., near 7th av.
Peter McIntyre .....	3558	Cartman .....	51st st., near 7th av.
Peter Bishop.....	2539	Clerk .....	53d st. and 7th av.
James McGinness.....	3816	Mechanic .....	52d st., near 7th av.
James Lynch.....	1222	Cartman .....	47th st., near 8th av.
William Doherty .....	2911	do .....	57th st. and 7th av.
William O'Brien.....	3736	do .....	46th st. and 6th av.
Mark McAvoy .....	969	Mason .....	53d st., 6th & 7th avs.
Edward Kiernan.....	516	Machinist.....	48th st. and 7th av.
Michael Green .....	3792	Plasterer .....	53d st. and 7th av.
William Donnelly.....	2589	Cartman .....	58th st. and 7th av.
Patrick Maher .....	....	Mason .....	220 West 43d street.
Cornelious Dean.....	....	Cartman .....	53d st. and 7th av.
Matthew McGerrell.....	....	Mechanic .....	58th st., near B'dway.
Patrick Quinn.....	....	Contractor.....	do.
Joseph W. Firth .....	2397	Sail-maker .....	58th st. and 8th av.
John Forst.....	2209	Cooper .....	48th st. and 9th av.
Robert T. Beal.....	....	Painter .....	49th st. 6th & 7th av.
James Conlan.....	....	Cartman .....	48th st., near 7th av.

Owen McIntyre and Nicholas Rooney, *Representatives.*

## Howard Engine Company, No. 34.

Stationed at Christopher near Hudson street.

Horse in good order, but too small. Engine second class, crane neck, piano style, 8-inch cylinders, 9-inch stroke, in good condition; rebuilt in 1856, by Jas. Smith. Present number of men 57. 400 feet of hose, all of which is good. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jones L. Coe, <i>Foreman</i> ..	654	Blacksmith.....	67 Fourth street.
John Kavanab, <i>Assistant</i> .	2045	Boiler-maker ...	388 Hudson street.
Andrew Holley, <i>Secretary</i>	3678	Marble-cutter ..	650 Greenwich street.
Lonis J. Parker .....	1984	Agent .....	116 Hammond street.
John Mack .....	2010	Liquor-merchant	654 Greenwich street.
Henry Rogers .....	2565	Mason .....	49 Bank street.
Charles Miller .....	646	Hatter .....	56 Barrow street.
William Ackerman .....	1941	Saloon .....	26 Christopher street.
Albert Teare .....	657	Plumber .....	68 Barrow street.
Harvey Green .....	658	Butcher .....	652 Greenwich street.
Benjamin Scott .....	754	Silver-plater ...	191 West 13th street.
Charles Gerard .....	662	Cartman .....	670 Greenwich street.
Stephen Green .....	665	Salesman .....	49 Clarkson street.
Nicholas Healy .....	2009	Cartman .....	173 West 10th street.
Charles Murphy .....	675	do .....	615 Greenwich street.
Michal A. Fullum .....	664	Boiler-maker ...	162 West 10th street.
Joseph Russel .....	1675	Iron railing .....	641 Hudson street.
James Corbett .....	717	Blacksmith .....	King and Hudson sts.
William Shay .....	707	Burnisher .....	254 West 16th street.
Benjamin Cloud .....	2380	Painter .....	185 Waverly place.
John Dowd .....	789	Cooper .....	116 Charlton street.
Francis Senior .....	1252	Undertaker ...	176 Waverly place.
Henry Broadhead .....	603	Cartman .....	58 Vandam street.
James Kavanagh .....	2730	Grocer .....	593 Greenwich street.
James Hinds .....	2777	Plumber .....	51 Clarkson street.
Samuel A. Suydam .....	2311	Gentleman .....	48 Morton street.
John Hawkins .....	653	Blacksmith ...	45 Clarkson street.
John Neil .....	853	Cartman .....	141 Varick street.
William H. Moore .....	651	do .....	40 Clarkson street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Charles F. Kraniche . . .	3625	Grocer . . . . .	Greenwich & Charlton.
Abraham Hart . . . . .	3321	Cooper . . . . .	200 Varick street.
James Emmerson . . . . .	3454	Printer . . . . .	51 Clarkson street.
William Henderson . . . .	255	Cartman . . . . .	131½ Christopher st.
John Fitzpatrick . . . . .	3487	Moulder . . . . .	752 Greenwich street.
Francis Norris . . . . .	1242	Cartman . . . . .	101 Bedford street.
Samuel M. Thompson . . .	2524	Gentleman]. . . .	511 Hudson street.
Robert E. Wilson . . . . .	3447	Painter . . . . .	39 Hammersly street.
Aaron Price . . . . .	568	Cartman . . . . .	182 West 25th street.
John Carroll . . . . .	2793	Cooper . . . . .	209 West 13th street.
Edward Eaton . . . . .	1778	Stair-builder . . .	632 Hudson street.
David Romaine . . . . .	1340	Pattern-maker. . .	140 West 10th street.
James Cross . . . . .	2341	Plumber . . . . .	375 Bleecker street.
A. J. W. Schiermacher . .	3034	Tin-roofer . . . .	57 Macdougall street.
Frederick Voght . . . . .	3457	Blacksmith . . . .	67 Fourth street.
Michael F. Cassidy . . . .	348	Gentleman . . . .	181 Varick street.
James McIntyre . . . . .	3443	Cartman . . . . .	142 Christopher street.
James O Neil . . . . .	3410	Blacksmith . . . .	127 West 10th street.
John McFarland . . . . .	...	Cartman . . . . .	727 Washington st.
Michael McCarty . . . . .	...	Blacksmith . . . .	138 Leroy street.
Edward Riley . . . . .	...	Ship-joiner . . . .	127 Christopher street.
Patrick Concry . . . . .	...	Provision inspec- .	156 Sullivan street.
Michael Kelly . . . . .	...	Boatbuilder . . . .	148 Hammond street.
Alexander Torrens, Jr. . .	...	Coal . . . . .	135 Leroy street.
Andrew J. Hopper . . . .	...	Wheelwright . . . .	264 West 13th street.
James Guinaw . . . . .	...	Junk-dealer . . . .	657 Washington st.
Lewis Bramson . . . . .	...	Merchant . . . . .	489 Hudson street.
Martin Walsh . . . . .	...	Cartman . . . . .	171 Charles street.

John Mack and Henry Rodgers, *Representatives.*

### Columbus Engine Company No. 35.

*Stationed at 121st street, Third avenue, Harlem.*

House too small and in bad condition. Engine second class, end brakes, four 8-inch cylinders, 5-inch stroke, in good condition; built in 1857, by Pine & Hartshorn. Present number of men 35. 400 feet of hose, in good condition. Performs duty in Harlem and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Hart, <i>Foreman</i> ....	3669	Bell-ringer .....	115th st., 3d avenue.
Michael Leonard, <i>Assistant</i> ....		Carpenter .....	117th st., 3d avenue.
Thos. Colgan, <i>Secretary</i> ..		Drygoods .....	125th st., 3d avenue.
Richard Coughlin.....		Moulder .....	119th st., 4th & 5th av.
Henry J. Walsh.....		do .....	115th st., 3d avenue.
John Cain.....		Cartman.....	119th st., 3d & 4th av.
James Reily .....		Candles.....	125th st., 5th avenue.
Jacob Schullingberg ....		Turner .....	109th st., 2d avenue.
Thomas McNamara .....		Moulder .....	120th st., 3d avenue.
Mathew Cain .....	643	Rubber .....	127th st., 2d & 3d av.
Thomas Riley.....		Stage-driver....	132d st., 4th avenue.
William Daily.....	1496	Plumber, .....	120th st., 3d avenue.
James Moore .....	3404	do .....	122d st., 2d & 3d av.
Michael Cotrell .....	3435	Boats.....	119th st., 3d avenue.
Chas. Brennan.....	1834	Clerk.....	132d st., 4th avenue.
William Healy.....		Baker. ....	116th st., 3d & 4th av.
James McGiveney .....	3755	Watchman.....	118th st., 2d & 3d av.
Michael Murray .....		Contractor....	124th st., 3d & 4th av.
Thomas Murphy.....		Glass-polisher..	130th st., 3d avenue.
Patrick Kennedy.....	2765	Moulder .....	121st st., 2d & 3d av.
Wm. Carlock.....		do .....	127th st., 3d avenue.
Thos. McCumskey.....	2094	Ice-dealer .....	127th st., 2d & 3d av.
John McMahon .....	229	Livery-stables...	127th st., 3d avenue.
John Hogan .....	2170	Express .....	124th st., 4th avenue.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Michael Cain.....	.....	Moulder .....	119th st., 3d & 4th av.
John McLaughlin.....	.....	Carpenter.....	127th st., 3d avenue.
George Dorsey .....	.....	Oysters.....	115th st., 3d avenue.
Patrick Owens.....	.....	Blacksmith.....	127th st., 3d avenue.
John McCabe.....	.....	Mason.....	120th st., 1st & 2d av.
Gregory Conner.....	.....	Painter.....	117th st. and 3d av.
John Maguire.....	.....	Watch-maker ..	3d av. and 125th st.
Daniel Deady .....	.....	Baker .....	do.
Henry Jacoby.....	.....	Silver-plater....	114th st. and 4th av.
Bernard McGilney .....	.....	Blacksmith.....	125th st. and 3d av.
William Carrol.....	.....	Moulder .....	121st st., 3d & 4th av.

Richard Coughlin and Henry J. Walsh, *Representatives.*



### Harry Howard Engine Company, No. 36.

*Stationed at Sixty-eighth street near Broadway.*

House in good order. Engine third class, piano, new style, four 7-inch cylinders, 5-inch stroke, patent capstan, in good condition; built in 1855, by J. H. Sickels. Present number of men 24. 800 feet of hose, 400 feet of which is good; also, a hose tender, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
A. O. Dougherty, <i>Foreman</i>	2769	Butcher .....	43d st. and 10th av.
J. T. Brand, <i>Assistant</i> ...	3602	do .....	67th st., 10th av. & B'y.
A. C. Leslie, <i>Secretary</i> ..	626	Mechanic .....	71st st. and 9th av.
R. H. Arkenbergh.....	2622	Merchant .....	68th st. and 11th av.
William Jones .....	630	Cordwainer ...	69th st. and B'way.
T. H. Bainton .....	...	Carpenter .....	68th st. and B'way.
Frederick Ott.....	624	Rope-maker ....	do.
John A. Wunnenbergh ..	627	Carpenter .....	81st st. and B'way.
Joseph Murray.....	628	do ...	84th st., near 3d av.
Peter Uhl.....	...	Gardener.....	73d st. and 8th av.
John Fesselmeir .....	2529	Tavern-keeper ..	B'way, near 64th st.
Jacob Stilger .....	2591	Cabinet-maker..	65th st. near 9th av.
Paulus Bauer .....	2530	Gardener .....	64th st., 8th & 9th av.
Hugh Cassidy .....	631	Butcher .....	45th st., cor. 11th av.
Charles Hufnagle .....	968	Mechanic . ....	63d st., cor. 6th av.
Lawrence Hahn .....	3496	do .....	44th st., near 10th av.
Arthur Graser .....	3339	do .....	64th st., 8th & 9th av.
William Murfitt.....	623	do .....	72d st. and 9th av.
H. A. Gilbertson .....	...	Carriage-maker .	67th st., near B'way.
George Dunn .....	...	Mechanic .....	9th av., near 63d st.
Conrad Clipper.....	...	do .....	65th st., 8th & 9th av.
Anthony Christman.....	...	do .....	52d st. and 9th av.
Philip Greaser .....	...	do .....	57th st. and 6th av.
Hiram Kenney.....	...	do .....	313 West 44th st.

William Jones and T. H. Bainton, *Representatives.*

**Tradesman Engine Company, No. 37.**

*Stationed in Fifty-ninth street, between Second and Third avenues.*

House in good order. Engine second class, piano style, 8 inch cylinders, 9-inch stroke, patent capstan, built in 1856, by W. H. Torboss, in good condition. Present number of men 22. 400 feet of hose, in ordinary condition; also, a hose tender in ordinary condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Josiah Hedden, <i>Foreman</i> .	....	Sail-maker ....	61st st., 2d & 3d av.
James Aberne, <i>Assistant</i> .	2761	Machinist.....	59th st., 2d & 3d av.
Gabriel Cunningham, <i>Sec.</i>	37	Brass-finisher...	do.
J. Milton Smith .....	....	Ship-joiner.....	62d st. and 2d av.
Henry Pfyng.....	....	Gardener .....	1st av., 57th & 58th st.
Andrew L. Lewis.....	530	Insurance watch.	59th st., 2d & 3d av.
John Abel.....	673	Vegetable-dealer	1st av., 57th & 58th st.
George Brosan .....	534	do ..	62d st. and 2d av.
William Healy .....	538	Rope maker....	57th st., 1st av. & av. A.
Laurence Brower .....	2804	Carriage-maker.	3d avenue and 57th st.
John Aberne.....	537	do ..	59th st., 2d & 3d av.
Henry Hinek .....	....	Hotel .....	65th st. and 3d av.
John Morrissey.....	2215	Carpenter .....	59th st., 1st & 2d av.
James Kelly .....	3135	Car-driver .....	62d st. and 3d avenue.
Michael Healy .....	....	Fish-dealer.....	57th st., 1st av. & av. A.
Charles A. Wolfe.....	3728	Engineer .....	55th st., 2d & 3d av.
James Fitzgerald .....	3892	Finisher .....	66th st. and 4th av.
John A. Bell.....	....	Monlder .....	3d av., 59th & 60th st.
Thomas Quinn .....	....	House-painter ..	do.
Charles A. Merkle .....	....	Carpenter .....	59th st., 2d & 3d av.
William Higgins .....	....	Stone-cutter....	589 Third avenue.
James Berry.....	....	Butcher .....	do.

Charles McCarty and J. Milton Smith, *Representatives*.

**Southwark Engine Company, No. 38.**

*Stationed at 28 Ann street, between Broadway and Nassau street.*

House in ordinary condition, and entirely too small. Engine first class, Philadelphia style, 9½-inch cylinders, 9-inch stroke, in ordinary condition, (needs rebuilding badly); built in 1842, by John Agnew, of Philadelphia. Pa.—Patent running gear, built in 1855, by Pine & Hartshorn. Present number of men 38. 400 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Geo. T. Alker, <i>Foreman</i> ...	1938	Clerk.....	410 Broadway.
Stanislaus Hagan, <i>Assist't</i>	1948	Stone-cutter...	28 Ann street.
Wm. W. Ladd, <i>Secretary</i> ...	3854	Printer.....	do.
Lyman L. Ladd.....	3842	do.....	do.
Henry M. Ober.....	....	Clerk.....	150 Greenwich street.
David W. Orpheus.....	3325	Plumber.....	28 Ann street.
James Taylor.....	2038	Artist.....	17 Catharine street.
E. B. Foster.....	816	do.....	83 Bowery.
Joseph E. Doughtey....	706	Compositor....	— Pearl street.
Wm. H. Connolly.....	711	Carpenter.....	488 Pearl street.
Joseph Saunders.....	38	Clerk.....	28 Ann street.
John H. Owen.....	3332	Merchant.....	241 Spring street.
John L. Davis.....	3318	Druggist.....	do.
F. F. Carter.....	3428	Jeweler.....	28 Ann street.
Joseph T. Luck.....	3998	Clerk.....	14 Roosevelt street.
Wm. Hogan.....	3835	do.....	131 Chrystie street.
S. R. Kirkham.....	3858	Engraver.....	133 Chrystie street.
John Shipton.....	1241	News agent....	28 Ann street.
Henry Jackson.....	1249	Clerk.....	— Leonard street.
James Young.....	....	do.....	28 Ann street.
Lem. Van Boskerck....	....	Broker.....	69 Second street.
John J. Hart.....	338	Carpenter.....	157 Mott street.
James H. Ward.....	384	Pianoforte mkr.	131 Chrystie street
Robert R. Rollston....	162	Tinsmith.....	37½ Frankfort street.
Thomas Hallam.....	....	Baker.....	9 Sheriff street.
William Hallam.....	....	Cutlery.....	526½ Broome street.
Wm. McAllister.....	....	Painter.....	151 Elizabeth street.
George Bevins.....	....	Bell-ringer....	169 Elm street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John D. Bayne.....		Printer.....	28 Ann street.
William Corgan.....		Cabinet-maker, .	5 Spring street.
Albert C. Price.....		Printer.....	64 Fulton street.
Charles Decker.....		Cabinet-maker..	185 Stanton street.
John W. Walter.....		Hose-maker ....	28 Ann street.
Thomas R. Smith.....		Bookbinder ....	562 Hudson street.
Benjamin W. Williams ..		Sexton .....	55 Second street.
Frederick McKenzie .....		Merchant .....	14 Ann street.
Thomas Walker .....		Billard-table m'r	3 Doyer street.
James Marshall .....		Clerk .....	169 Elm street.

James Taylor and Samuel R. Kirkham, *Representatives.*

### Franklin Engine Company, No. 39.

*Stationed at No. 128 West Thirty-first street.*

Honse in good order. Engine third class, piano style, four 7-inch cylinders, 4½-inch stroke, in good condition; built in 1853, by J. H. Sickels. Present number of men 35. 600 feet of hose, in ordinary condition. This company have, also, a hose tender, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
B. M. Sweeny, <i>Foreman</i> ..	254	Plasterer .....	342 Seventh avenue.
Fred'k Cregier, <i>Assistant</i> .	692	Cartman .....	122 West 31st street.
Patrick W. Black, <i>Sec'y</i> ..	....	Gas-fitter .....	144 West 29th street.
James T. Hannegan.....	1590	Plumber.....	114 West 32d street.
Edward Dalton.....	....	Sail-maker ....	394 Seventh avenue.
J. W. Haight.....	745	Night watchman	128 West 31st street.
Alexander Spalding.....	681	Brush-maker ...	342 Seventh avenue.
Francis Schaffer.....	2264	Cartman .....	128 West 31st street.
Daniel Haggerty .....	3739	U. S. Assay off..	279 Seventh avenue.

NAMES.	Budge No.	OCCUPATION.	RESIDENCE.
Casper Myers .....	685	Clerk .....	344 Seventh avenue.
John Hufnal .....	688	Cabinet-maker..	128 31st street.
John Felton .....	690	do ..	109 West 31st street.
William Simpson .....	3944	Carpenter .....	408 Eighth avenue.
Dennis W. Buckley .....	.....	Builder .....	93 West 27th street.
Lucius A. Russell .....	1619	Cartman .....	250 West 29th street.
Samuel C. Haight .....	696	Gas-fitter .....	309 Ninth avenue.
Joseph H. Larkin .....	2073	Stone-cutter....	331 Seventh avenue.
John Hardman .....	3528	Sash-maker ....	128 West 31st street.
Peter Stang .....	3529	Mason .....	147 West 31st street.
Charles H. Stegman ....	1792	Butcher .....	128 West 31st street.
David P. Van Horn ....	683	Gentleman .....	83 West 32d street.
Ely M. Haight .....	3915	Moulder .....	309 Ninth avenue.
Godfrey Dritchel .....	3926	Cigar-maker ....	100 West 31st street.
Philip Herman .....	704	Cabinet-maker..	128 West 31st street.
Francis Lorch .....	3578	Carpenter .....	157 West 35th street.
William J. Wilson .....	.....	Marble-cutter ..	166 West 37th street.
William Watters .....	3771	Blacksmith ....	174 West 31st street.
Henry Cornell .....	2315	Butcher .....	431 Eighth avenue.
Louis Schaffer .....	.....	do ..	384 Seventh avenue.
John Senn .....	.....	Varnisher .....	268 32d street.
William E. Donohue ....	.....	Plasterer .....	277 Seventh avenue.
Eugene Mulligan .....	.....	Marble-cutter ..	127 33d street.
John McCreadie ....	.....	Stone-cutter....	319 Seventh avenue.
Thomas Gavagan .....	.....	Painter .....	83 West 28th street.
Michael Shannesy .....	.....	Night-watch ...	300 Seventh avenue.

Edward Dalton and J. W. Haight, *Representatives.*

**Lady Washington Engine Company, No. 40.***Stationed at No. 173 Elm street.*

House in good order. Engine second class, piano crane neck style, 8-inch cylinders, 9-inch stroke, in good condition, built in 1856, by James Smith. Present number of men 54. 800 feet of hose, 400 feet of which is good. This company have also a crane-neck engine, 7-inch cylinders 9-inch stroke, in good condition; also a hose-tender new. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jos. H. Hutton, <i>Foreman</i>	840	Butcher . . . . .	203 Mott street.
James Canfield, <i>Assistant</i> . . . .		Coach-driver . . .	173 Elm street.
John H. Bosch, <i>Secretary</i>	2403	Cabinet-maker..	23 White street.
Benj. W. Buchanan . . . . .	786	Ivory-turner . . .	164 Mott street.
Edward Rielly . . . . .	2408	Ornamentor . . .	173 Elm street.
Chas. E. Benedict . . . . .	555	Clerk . . . . .	82 White street.
Wm. H. King . . . . .	724	Printer . . . . .	3 Wooster street.
John Roberts . . . . .	720	Cartman . . . . .	195 Elizabeth street.
Thos. Crane . . . . .	721	Butcher . . . . .	557 Broome street.
Edward A. Davin . . . . .	718	Typefounder . . .	165 Elm street.
Bernard Ross . . . . .	739	Butcher . . . . .	31 Leroy street.
P. H. Boyle . . . . .	741	Tailor . . . . .	173 Elm street.
Isaac Willse . . . . .	740	Painter . . . . .	165 Hester street.
Wm. H. Racy . . . . .	277	Butcher . . . . .	173 Elm street.
Frederick J. Anderson . .	1027	do . . . . .	164 Mott street.
George Cramer . . . . .	1257	Boot-maker, . . .	175 Elm street.
Chas. Ullman . . . . .	2740	Silver-smith . . .	139 Mott street.
Edward Dawson . . . . .	1177	Butcher . . . . .	173 Elm street.
Thos. E. Walker . . . . .	966	Flag-maker . . . .	25 Forsyth street.
Chas. Haggerty . . . . .	2420	Merchant . . . . .	173 Elm street.
David Lindo . . . . .	963	Broker . . . . .	164 Mott street.
Thomas Barry . . . . .	605	Merchant . . . . .	10 Centre Market pl.
William Walsh . . . . .	2579	Varnisher . . . . .	173 Elm street.
James McKeon . . . . .	2984	Butcher . . . . .	do.
Daniel Scully . . . . .	3862	do . . . . .	do.
Peter Marrin . . . . .	1240	do . . . . .	do.
Patrick Quinn . . . . .	3940	Merchant . . . . .	do.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robert Holder.....	3464	Plumber.....	10 Grove street.
John Johnson.....	3968	Ornamenter....	170 Elm street.
William Garvin.....	2126	Gas-fitter.....	173 Elm street.
Patrick Snee.....	3432	Milkman.....	do.
John Bush.....	3405	Cartman.....	133 Mulberry street.
James T. Cottrell.....	3340	Painter.....	99 Rivington street.
James Hogan.....	3879	Stereotyper....	173 Elm street.
John W. Showler.....	586	Restaurant.....	192 Mulberry street.
John S. Mills.....	1846	Rail-finisher....	173 Elm street.
Phillip J. Colgan.....	....	Gas-fitter.....	5 Centre Market pl.
Cornelius Sanford.....	3306	Butcher.....	173 Elm street.
Chas. Wolf.....	3385	Painter.....	210 Elm street.
John Canavan.....	3467	Butcher.....	8 Centre Market pl.
Philip J. Dalton.....	....	Machinist,....	111 Mulberry street.
Henry Sanford.....	....	Butcher.....	174 Grand street.
William S. Duryea.....	....	do.....	196 Elm street.
George Pauli.....	....	do.....	72 Forsyth street.
T. B. Prendergast.....	....	Merchant.....	433 Broome street.
John H. Lenihan.....	....	Hat-finisher....	108 Wooster street.
Thomas Van Winkle.....	....	Butcher.....	15 Bowery.
William Cummings.....	....	Cartman.....	133 Mulberry street.
Jeremiah Bush.....	....	do.....	do.
Alexander Willse.....	....	Porter.....	147 Baxter street.
James C. White.....	....	Painter.....	388 Broome street.
Edward Laughlin.....	....	Sail-maker.....	157 Mott street.
David Tuomey.....	....	Butcher.....	164 Mott street.
Michael McCann.....	....	Ship-carpenter..	160 Greenwich street.

Benj. W. Buchanan and Chas. E. Benedict, *Representatives.*

## Clinton Engine Company No. 41.

*Stationed at corner of Delancey and Attorney streets.*

Honse in ordinary condition, and too small. Engine second class, piano style, 8-inch cylinders, 9-inch stroke, in good condition, built in 1853, by A. Van Ness. Present number of men 59. 400 feet of hose, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
A. J. Allaire, <i>Foreman</i> ..	801	Shipsmith .....	184 Clinton street.
Thos. Chcevers, <i>Assistant</i> .	806	Moulder .....	178 Delancey street.
F. H. Fanning, <i>Secretary</i> .	2901	Clerk .....	52 Suffolk street.
Charles Bierfield .....	2668	Painter .....	75 Delancey street.
Charles Maurer .....	835	House-carver ..	110 Fourth street.
James A. Flack .....	807	Bookbiuder ....	169 Delancey street.
Thomas Bannan .....	802	House-carpenter.	32 Columbia street.
Alonzo Hawley .....	41	Carpenter .....	134 Suffolk street.
Isaac Berrian .....	841	Cartman .....	234 Division street.
Henry Lewis .....	804	Locksmith .....	49 Ridge street.
Thomas Netterfield ....	808	Mason .....	Sheriff, cor. Delancey.
Joseph Huviller .....	809	Chair-maker ...	198 Rivington street.
Joseph Hiderbrand .....	....	Cabinet-maker ..	161 Delancey street.
John McDermott .....	812	Cartman .....	113 Clinton street.
James Ryan .....	814	Painter .....	178 Delancey street.
John Rafferty .....	32	Cartman .....	362 Grand street.
Francis Snyder .....	826	Carpenter .....	125 Clinton street.
Cornelius Wood .....	3356	Porter .....	183 Clinton street.
Theodore A. Keese .....	891	Acconntant ....	333 Grand street.
Charles Trustrum .....	830	Plumber .....	178 Delancey street.
Murty T. Bain .....	833	Cooper .....	158 Delancey street.
Joseph Swenarton .....	2741	Carpenter .....	170 Broome street.
Thomas Harkins .....	2757	Cooper .....	150 Clinton street.
George H. Wood .....	2848	Iron-worker ....	50 Attorney street.
Anthony Glastater .....	1327	Oysterman .....	147 Madison street.
George Moon .....	1441	Cartman .....	178 Delancey street.
Arthnr McDonald .....	1817	Mason .....	137 Broome street.
John Williams .....	825	Oysterman .....	303 Front street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Philip Farley .....	1289	Publican .....	35 Willett street.
Jackson Hendrickson ....	3014	Moulder .....	197 Stanton street.
Philip Ritter .....	1601	Varnisher & pol'r ..	190 Second street.
William A. Rook .....	3499	Coppersmith ...	189 Division street.
George Stoll .....	3513	Cartman .....	178 Delancey street.
Jacob Baum .....	755	Chair-maker ....	121 Clinton street.
Nicholas Jones .....	3572	Spar-maker ....	178 Delancey street.
Cornelius Swart .....	461	Glass-cutter ....	22 Attorney street.
James J. Young .....	1840	Clerk .....	94 Attorney street.
Dennis Kehoe .....	2050	Ship-fastener ...	120 Clinton street.
William E. Regain .....	3151	Inspector .....	83 Avenue C.
Robert W. Paine .....	1580	Pianofortes ....	89 Suffolk street.
John W. Sutcliffe .....	....	Wheelwright ...	44 Suffolk street.
Edwin R. Bertine .....	....	Sail-maker ....	212 Stanton street.
William Dunn .....	....	Tobacconist ....	185 Broome street.
Leonard Niedhamer .....	....	Painter .....	44 Suffolk street.
George Callum .....	3793	Lithographer ...	155 Delancey street.
John B. Daniels .....	2356	Preserver .....	48 Suffolk street.
Clark Vanderbilt .....	....	Butcher .....	43 First street.
James Simington .....	823	do .....	181½ Clinton street.
George Beck .....	832	Machinist .....	506 Grand street.
Lawrence Gallagher .....	824	Moulder .....	68 Ridge street.
Thomas McKenna .....	....	Cartman .....	370 Cherry street.
Victor Gaume .....	....	Turner .....	172 Rivington street.
James G. Brinkman .....	....	Clerk .....	104 Orchard street.
William Herbert .....	....	Varnisher .....	161 Delancey street.
Alexander Hodge .....	....	Ship-carpenter ..	177 Delancey street.
James Little .....	....	Mason .....	do.
Thomas Green .....	....	Butcher .....	84 Suffolk street.
Thomas Bridgett .....	....	Segars .....	111 Delancey street.
John Hudson .....	....	Cartman .....	43 Scammell street.

Thomas Bannan and Charles Trustrum, *Representatives.*

**Empire Engine Company, No. 42.***Stationed at No. 2 Murray street.*

House in good order. Engine second-class, crane neck piano style, 8½-inch cylinders, 9-inch stroke, in good condition; built in 1853, by Jas. Smith. Present number of men 42. 450 feet of hose in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Rich. P. Moore, <i>Foreman</i>	42	Billiard-table m'r	2 Murray street.
Joseph D. Costa, <i>Assistant</i>	1075	Clerk .....	do.
Wm. D. Roe, <i>Secretary</i> ..	752	do .....	16 Sixth avenue.
George B. Robertson....	775	do .....	2 Murray street.
George W. Burr ridge ....	2986	do .....	do.
Charles L. Vaupell .....	757	do .....	164 Wooster street.
William Wheelwright ...	760	do .....	22 Market street.
John T. Connor .....	767	Merchant .....	226 Spring street.
Henry H. R. Smith.....	776	Clerk .....	2 Murray street.
Frank L. Parmerton ....	1039	Merchant .....	38 First street.
Mathew J. Fogerty .....	1226	Clerk.....	88 Watt street.
John A. Sackett.....	2743	Printer, .....	2 Murray street.
Martin Z. Taylor .....	2583	Clerk .....	City Hall.
Charles J. B. Haight....	2714	Cartman .....	45 Marion street.
John Letson .....	2957	Clerk.....	2 Murray street.
William A. Wellig.....	1816	Cooper .....	382 Greenwich street.
Henry M. Scoble .....	1628	Merchant .....	704 Greenwich street.
Thomas W. Roe.....	773	Clerk.....	16 Sixth avenue.
Edwin Lyman.....	59	do .....	30 Renwick street.
Timothy King .....	2805	Hatter .....	2 Murray street.
John F. Fick .....	3831	Clerk.....	38 West Broadway.
Edward C. Heeney.....	1367	Printer.....	2 Murray street.
James Black.....	955	Cutter .....	24 Murray street.
Lewis Loutrel.....	2333	Clerk .....	564 Broome street.
John Burrell.....	443	Merchant .....	13 Jay street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Byron Conklin .....	2312	Clerk .....	475 Canal street.
Phineas Smith' .....	1315	do .....	36 Vestry street.
Charles B. Ruden .....	3426	do .....	475 Canal street.
William H. B. Totten .....		Merchant .....	118 North Moore st.
Nicholas C. Garretson ...	1322	do .....	14 Hubert street.
Andrew C. Bowdon .....	1474	Gentleman ....	6 Hubert street.
Elery C. Folger .....	426	Clerk .....	141 Clinton street.
John Swanton .....	242	do .....	do.
John H. Lowdon .....		Agent .....	474 Greenwich street.
Noah L. Farnham .....		Clerk .....	5 Varick place.
James J. McCormick .....		do .....	2 Murray street.
Joshua S. Jones .....		Merchant .....	266 Greenwich street.
James H. Platt .....		Cartman .....	288 Madison street.
Isaac R. Jones .....		Clerk .....	119 Charles street.
John H. Krack .....		Grocer .....	95 Crosby street.
Robert Foster .....		Bookbinder ....	129 Fulton street.
Joshua R. Thomas .....		Organs .....	2½ Murray street.

John J. Bloomfield and Chas. L. Vaupell, *Representatives.*

**Manhatta Engine Company, No. 43.***Stationed in Manhattanville.*

House in good order. Engine third class, piano style, 7-inch cylinders, 8-inch stroke, in good condition; built in 1853, by James Smith. Present number of men 16. 800 feet of hose, in good condition; also, a hose tender, in good condition. Performs duty in Manhattanville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. E. Poole, <i>Foreman</i> ..	847	Carpenter .....	Lawrence street.
Charles Borst, <i>Assistant</i> ..	2612	Butcher .....	do.
Andw. Armstrong, <i>Sec'y</i> .....		Carpenter .....	do.
George W. Smith.....	1358	Expressman ....	do.
William Ray.....	2632	Mason .....	Manhattan street.
John S. Poole.....	3734	Carpenter .....	120th st., 3d & 4th av.
Abram J. Hopper .....		Mason .....	Manhattan street.
Peter Baker .....	849	Wheelwright ...	do.
Abram Horn .....	790	Carpenter .....	Lawrence street.
Leopold Hosendale.....	3804	Tailor .....	do.
Frederick Shaub .....		Gardener .....	Harlem lane.
James Brady.....	3893	Laborer .....	128th st. and 10th av.
John Dunlap.....	3922	Carpenter .....	Lawrence street.
John Oettle.....	3547	Brewer.....	128th st. and 10th av.
George Deitzer.....	2906	Teamster .....	do.
Patrick Garrity .....		Blacksmith ....	8th av. and 125th st.

James E. Poole and Andrew Armstrong, *Representatives*.

### Live Oak Engine Company, No. 44.

*Stationed at No. 92 Houston street.*

House in good order. Engine second class, Philadelphia style, 8½-inch cylinders, 9-inch stroke, in ordinary condition; built in 1851, by A. Van Ness. Present number of men 58. 700 feet of hose, 400 feet of which is good; also, a hose tender, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. L. Hawkins, <i>Foreman</i>	2283	Engine-builder..	50 Avenue D.
Jos. L. Perley, <i>Assistant</i>	1979	Machinist.....	112 Columbia street.
Wm. F. Squires, <i>Secretary</i>	788	Clerk.....	58 Avenue C.
John S. Miller .....	897	Calker .....	23 Avenue D.
Simon Hazleton .....	874	Clerk .....	92 Houston street.
Thomas Harlin .....	137	Calker.....	109 Sheriff street.
Jeremiah Keeler.....	877	Cartman .....	344 Third street.
William J. O'Neil .....	....	Agent .....	293 Fifth street.
James H. Garry.....	1796	Ship-carpenter..	88 Houston street.
James L. Burns.....	864	Calker .....	92 Houston street.
Edward Colton.....	2049	Horse-dealer ...	242 Stanton street.
John E. Stewart .....	868	Block-maker ...	97 Lewis street.
Peter Maloney .....	876	Plumber.....	327 Tenth street.
Joseph Henry.....	1977	Moulder .....	385 Eighth street.
John B. Foster.....	244	Calker .....	112 Lewis street.
Thomas Smith .....	2953	do .....	147 Lewis street.
Thomas Mathews.....	....	Ship-joiner.....	95 Lewis street.
Patrick Connell .....	3724	Moulder .....	249 Stanton street.
Enos T. Bogert .....	2744	Blacksmith ....	112 Lewis street.
John Green.....	....	Calker .....	229 Seventh street.
Patrick Smith .....	3195	do .....	324 Third street.
James N. Smith.....	3482	Clerk.....	5 Avenue D.
John E. Moser .....	3497	Upholsterer ...	166 Houston street.
Charles W. Roberts....	3681	Brass-finisher ..	172 Lewis street.
John Kennedy .....	....	Shoe-store .....	397 Ninth street.
William Dalton .....	1485	Ship-carpenter..	284 Stanton street.
Charles Brome.....	3909	Ship-joiner.....	147 Lewis street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robert C. Hager .....	1144	Ship-carpenter..	5 Avenue D.
Drake P. Commerdinger..	1439	Cartman .....	147 Lewis street.
George A. Moore.....	3987	Deputy Sheriff..	276 Stanton street.
James Sloan .....	....	Type-founder ...	81 Lewis street.
Anthony Hartman.....	863	Tobacconist....	90 Cannon street.
Patrick Hogan.....	3407	Machinist.....	114 Goerck street.
Joseph Hartshorne.....	....	Tobacconist....	238 Seventh street
James M. Flynn .....	....	Calker .....	141 Lewis street.
Charles Perley, Jr.....	....	Machinist.....	299 Third street.
Jacob H. Feickersen ...	....	Polisher .....	115 Lewis street.
William H. Landers ....	2705	Calker .....	304 Fifth street.
Thomas Skelly .....	....	Sawyer .....	85 Houston street.
Joseph Hunter .....	3397	Moulder .....	49 Lewis street.
Lewis Jones .....	3222	Calker .....	253 Sixth street.
Francis Reiber.....	3448	Upholsterer ...	81 Avenue C.
William Graham.....	....	Printer.....	92 Willett street.
John H. Webb.....	....	Calker .....	279 Third street.
John Murdock .....	....	do .....	274 Stanton street.
James Hosey .....	....	Ship-carpenter..	85 Willett street.
Joseph Gorman .....	....	Moulder .....	67 Lewis street.
Thomas J. Carleton.....	....	Machinist.....	271 Stanton street.
William H. Frankfort.,.	....	Cartman.....	54 Lewis street.
George W. Sembler.....	....	Clerk .....	83 Lewis street.
James Reilly .....	....	Ship-carpenter..	263 Stanton street.
Thomas McDouall .....	....	Calker .....	82 Cannon street.
Peter Hines, Jr. ....	....	Oysters.....	128 Pitt street.
John McLarty .....	....	Shipsmith .....	166 Lewis street.;
Thomas Carroll .....	....	Calker .....	276 Houston street.
Paul Weiber.....	....	Varnisher .....	201 Third street.
James Tracy.....	....	Calker .....	109 Sheriff street.
John McKenna.....	....	Moulder .....	104 Cannon street.

Simon Hazleton and Thomas Harlin, *Representatives.*

### Aurora Engine Company, No. 45.

*Stationed at Eighty-fifth street and Third avenue.*

House in ordinary condition. Engine third class, piano style, four 7-inch cylinders, 5-inch stroke, in good condition; built in 1854, by W. H. Torboss. Present number of men 33. 400 feet of hose, in ordinary condition. Performs duty in Yorkville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Francis Bazzoni, <i>Foreman</i>	878	Bell-ringer . . . .	86th st. 3d & 4th av.
W. J. McDivitt, <i>Assistant</i>	2367	Crockery-ware . .	85th st. 3d & 2d av.
William Galvin . . . . .	879	Moulder . . . . .	86th st. 3d & 4th av.
Thomas Leahy . . . . .	893	Driver . . . . .	82d st. 2d & 3d av.
Joseph Holloway . . . . .	885	Moulder . . . . .	85th st. & 4th avenue.
William Stanton . . . . .	2023	Laborer . . . . .	80th st. & 3d avenue.
Michael Sheridan . . . . .	886	Moulder . . . . .	86th st. & 4th avenue.
Walter Ferguson . . . . .	895	Saddler . . . . .	85th st. & 3d avenue.
John Clark . . . . .	1016	Carriage-maker . .	87th st., 3d & 4th av.
Francis Stacom . . . . .	2877	Liquor-dealer . .	85th st. & 3d avenue.
Thomas Ferguson . . . . .	1607	Saddler . . . . .	83d st., 4th & 5th av.
William Barry . . . . .	2680	Lamp-lighter . .	83d st. & 4th avenue.
John Shelley . . . . .	887	Blacksmith . . .	do.
Henry C. Smith . . . . .	3165	Laborer . . . . .	66th st. & 8th avenue.
John Kelley . . . . .	1531	Mason . . . . .	90th st. & 4th avenue.
John Lynch . . . . .	1235	do . . . . .	96th st. & 3d avenue.
George Lautherback . . .	3904	Cabinet-maker . .	65th st. & 3d avenue.
John Beeman . . . . .	3995	Wheelwright . . .	77th st., 3d & 4th av.
John George Elkins . . . .	3999	Plasterer . . . .	82d & 83d st., 3d av.
John Biggs . . . . .	3996	Boats . . . . .	84th st. & 2d avenue.
Richard Crowley . . . . .	456	Lather . . . . .	85th st. & 4th avenue.
Francis Attinalto . . . . .	3303	Cabinet-maker . .	87th st., 3d & 4th av.
Charles McCall . . . . .	1549	Cartman . . . . .	92d st., 4th & 5th av.
William Hitchman . . . . .	3668	Clerk . . . . .	85th st., 3d & 4th av.
Peter Kolb . . . . .	2162	Carpenter . . . .	88th st., 3d & 4th av.
Patrick Lee . . . . .	....	do . . . . .	95th st. & 8th avenue.
Patrick Duffy . . . . .	3788	Mason . . . . .	92d st., 4th & 5th av.
James Hamilton . . . . .	1536	Blacksmith . . . .	85th st., 3d & 4th av.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Bernard O'Rourke .....	.....	Baker. ....	85th st. & 3d avenue.
Thomas Coggey .....	.....	Teamster ....	92d st., 4th & 5th av.
Joseph McGuire .....	.....	Carpenter ....	96th st. & 5th avenue.
James Kenney .....	.....	Moulder .....	91st st. 4th & 5th av.
William Beaman .....	.....	Express .....	78th st. 3d & 4th av.

Michael Sheridan and William Hitchman, *Representatives.*

### Mazeppa Engine Company No. 48.

*Stationed at 163 West Twenty-fourth street.*

House in good order, but too small. Engine second class, new style, end brakes, four 8-inch cylinders,  $4\frac{1}{2}$ -inch stroke, in good condition; built 1856, by Pine & Hartshorn. Present number of men 38. 800 feet of hose, 400 feet of which is good. Also a hose tender, in good condition. Performs duty in the Second and Third Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jeremiah Foley, <i>Foreman</i>	3179	Carpenter .....	274 Tenth avenue.
Noah Seaman, <i>Assistant..</i>	448	Marble-cutter ..	160 Seventh avenue.
Jas. McDonald, <i>Secretary</i>	2875	Carpenter .....	170 28th street.
James F. Slater .....	3113	Painter. ....	485 Sixth avenue.
William H. Barhyte ....	3350	Moulder .....	303 31st street.
Peter J. Henry .....	.....	Painter .....	160 30th street.
Charles Cowen .....	2596	Stone-cutter....	184 Seventh avenue.
George Thompson .....	48	Clerk .....	127 27th street.
John McRain .....	719	Plasterer.....	194 Seventh avenue.
Charles M. Egbert.....	900	Tinsmith .....	212 25th street.
Samuel H. Waugh.....	902	Bell-ringer ....	251 25th street.
John T. Muller.....	2253	Turner .....	327 25th street.
John Ball .....	2292	Barber .....	232 25th street.



NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Andrew Gillespie .....	2890	Mason .....	224 25th street.
Joseph Weishaupt .....	3039	Brass-finisher...	174 27th street.
Bernard McCann .....	3077	Tinsmith .....	235 25th street.
Samuel M. Hutchings ...	904	Ice-dealer .....	244 36th street.
Andrew Stewart .....	3104	Carpenter .....	458 Eighth avenue.
James Anderson .....	3122	do .....	266 29th street.
Christopher Geaghen....	1932	Plasterer .....	925 Broadway.
Michael Gillen .....	2457	Mason .....	214 26th street.
Thomas Collins .....	3001	Stone-cutter ...	284 26th street.
Edward Farley .....	286	Milkman .....	272 26th street.
Thomas Thompson .....	3175	Carpenter .....	327 27th street.
Patrick Hart .....	.....	Mason .....	163 27th street.
John Williams .....	3045	do .....	925 Broadway.
James J. Mooney .....	.....	Gentleman .....	38th st. & Broadway.
James Stewart .....	.....	Carpenter .....	432 Seventh avenue.
Richard Flanagan .....	.....	Mason .....	278 Tenth avenue.
John Vetter .....	.....	Wheelwright ..	310 Eighth avenue.
James P. Wynn .....	.....	Plumber .....	442 Eighth avenue.
John McCann .....	.....	Express .....	235 West 25th street.
James Smith .....	.....	Shoes .....	302 Eighth avenue.
Andrew B. Mooney .....	.....	Stone-cutter...	196 West 37th street.
Patrick Daley .....	.....	Moulder .....	302 West 25th street.
William Cassidy .....	.....	Boiler-maker ...	250 Tenth avenue.
William McKeever .....	.....	Cartman .....	327 30th street.
Patrick Kivlin .....	.....	Stone-cutter...	295 Tenth avenue.

William H. Barhyte and Peter J. Henry, *Representatives.*

**Pocahontas Engine Company, No. 49.***Stationed in Harlem.*

House in good order. Engine third class, piano, new style, four 7-inch cylinders,  $4\frac{1}{2}$ -inch stroke, patent capstan, in good condition; built in 1854, by Pine & Hartshorn. Present number of men 20. 800 feet of hose, in good condition. This company have also a hose tender, in good condition. Performs duty in Harlem and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Elij. W. Gardner, <i>Foreman</i>	982	Mason .....	132d st. & 6th avenue.
A. A. Liscomb, <i>Assistant</i>	2704	Gentleman .....	3d av. & 127th street.
John Kauski, <i>Secretary</i> ..	500	Clerk.....	127 st., 4th & 5th av.
Edward Leonard .....	985	Carpenter .....	128th st., 4th & 5th av.
William Mansfield .....	990	Painter .....	119th st., 3d & 4th av.
Joseph Winker.....	2093	Boot-maker .....	125th st. & 3d avenue.
James Anderson.....	1035	Machinist.....	125th st., 3d & 4th av.
Michael Kennedy.....	480	Mason .....	119th st. near 1st av.
David Houston.....	918	Hardware.....	129th st., 4th & 5th av.
Bartholomew Walther...	3020	Carpenter .....	4th av. & 124th street.
Archibald G. Armour...	3106	Carriage-maker ..	3d av. & 127th street.
George T. Williams.....	3065	Printer.....	2d av. & 124th street.
Henry G. Sherman .....	1685	Carpenter .....	109th st. & 3d avenue.
George B. Conklin.....	318	Gentleman .....	127th st., 3d & 4th av.
James Gray.....	....	Plumber.....	129th st., 3d & 4th av.
Michael Hallaran.....	....	Clerk.....	3d av. & 114th street.
John White .....	3718	Oil-merchant ...	3d av. 123d & 124th st.
William H. Waterson...	....	Carpenter .....	121st st. 2d & 3d av.
Andrew J. Walsh.....	....	Gas-fitter.....	do.
James P. Conk.....	....	Blacksmith.....	129th st., 3d & 4th av.

James Anderson and Elijah Sniffen, *Representatives*.

### Lone Star Engine Company, No. 50.

*Stationed at No. 165 West Twentieth street.*

House in good condition. Engine third class, piano new style, four 7-inch cylinders, 5-inch stroke, patent capstan, in good condition; built in 1855, by James Smith. Present number of men 40. 400 feet of hose, all of which is good. Performs duty in the Second and Third Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
R. Van Houten, <i>Foreman</i> .	994	Express .....	205 West 16th street.
J. M. Harned, <i>Assistant</i> ..	996	Salesman .....	258 West 26th street.
Sam'l Phillips, Jr., <i>Sec'y</i> .	1888	do .....	165 West 17th street.
Frank T. Baker .....	995	Broker .....	226 West 15th street.
J. H. Pomeroy, Jr. ....	1015	Carriage-maker.	80 Morton street.
G. H. Bloomer .....	997	Shoe-maker....	51 Eighth avenue.
J. Lounsberry .....	1002	Stable-keeper ..	165 West 21st street.
W. K. Birdsall .....	1005	Cartman .....	147 Charles street.
W. A. Brush .....	1007	Mason .....	120 West 20th street.
Wm. H. Covert .....	1011	do .....	106 West 18th street.
H. H. Carpenter .....	2208	Cartman .....	147 Charles street.
J. Wilkinson .....	2279	Painter .....	162 Hudson street.
J. J. Lascell .....	2262	Cartman .....	183 West 13th street.
C. Wallington .....	2763	Painter .....	120 West 20th street.
John Wilson .....	3125	Express .....	190 West 15th street.
O. L. Woodruff .....	3033	Clerk .....	365 Hudson street.
William Terhune .....	3268	Butcher .....	150 West 16th street.
Robert Shaw .....	3115	Wire-worker ..	194 West 27th street.
John A. Miller .....	3512	Builder .....	187 West 16th street.
John Leary .....	2087	Artist .....	17th st. & 8th avenue.
William Gregg .....	1946	Machinist .....	292 West 18th street.
Elisha J. Griffin .....	490	Cartman .....	183 West 13th street.
Wm. J. Galbraith .....	....	Marble-cntter ..	195 West 21st street.
Robert Wighton .....	3138	Express .....	195 West 15th street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
P. Beecker .....		Carpenter .....	288 West 45th street.
Geo. Chapman .....		Cartman .....	42 Vandam street.
Geo. C. Kibber .....		do .....	4 Ninth avenue.
E. Esquerell .....	3553	Segar-maker ...	185 Eighth avenue.
Theo. Hendricks .....		Clothier .....	72 Eighth avenue.
Edward C. Yale .....		Hatter .....	153 Eighth avenue.
John W. Groesbeck .....		Turner .....	115 Bank street.
John Myers .....		do .....	6 West 10th street.
Joseph A. Harris .....		Carpenter .....	143 West 20th street.
Clinton McDonald .....		Sash and blinds.	203 West 15th street.
John Eldridge .....		Plumber .....	134½ West 19th st.
William A. Wood .....		Soda-water ....	176 West 10th street.
William P. Daniels .....		Ice .....	620 Hudson street.
William B. Morgan .....		Carpenter .....	16 West 13th street.
William Apgar .....		do .....	168 Eighth avenue.
Alexander Antonia .....		Cartman .....	150 Christopher street.

Frank T. Baker and J. H. Pomeroy, Jr., *Representatives.*

**Mutual Engine Company No. 51.**

*Stationed at No. 161 East 22d street, between First and Second avenues.*

House in good order. Engine second class, Shanghai style, 8-inch cylinders, 9-inch stroke, in good condition; built in 1856, by Torboss & Co. Present number of men 52. 700 feet of hose, all of which is good. Also a hose tender, in good condition. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
George M'Grath, <i>Foreman</i>	2148	Machinist.....	129 East 29th street.
George Gein, <i>Assistant...</i>	2874	Cartman.....	194 East 26th street.
Alfred Tarte, <i>Secretary ..</i>	3887	Porter.....	372 Second avenue.
John Green.....	3797	Painter.....	141 East 24th street.
Joseph Haggerty.....	3821	Provision merch.	177 East 26th street.
John A. Smith.....	....	Printer.....	201 East 21st street.
Thomas V. Hall.....	916	Chandler.....	153 East 24th street.
William H. Swords.....	908	Butcher.....	119 East 29th street.
William H. Hall.....	909	Chandler.....	153 East 24th street.
Henry Wallace.....	3698	Carpenter.....	210 East 23d street.
William D. Howard.....	914	Machinist.....	161 East 22d street.
Thomas H. Moore.....	1394	Stone-cutter....	169 East 22d street.
John J. Gallagher.....	1993	Merchant.....	160 East 22d street.
Patrick Gilson.....	263	Gas-fitter.....	308 First avenue.
Eilert Miller.....	2873	Clerk.....	161 East 22d street.
Ezra P. Smith.....	2483	Butcher.....	160 East 22d street.
George Chase.....	2089	Lapidary.....	374 Second avenue.
Patrick McManns.....	3257	Cartman.....	East 20th street.
David Staker.....	2511	Painter.....	374 Second avenue.
John Deegan.....	3597	Baker.....	138 East 38th street.
Henry Hupe.....	2883	Carpenter.....	308 First avenue.
Michael C. O'Byrne.....	1399	do.....	208 East 17th street.
Robert Kcrr.....	3565	Ship-joiner....	124 First avenue.
Abram Brown.....	397	Mason.....	22d st. and 1st. av.
Nicholas H. Moore.....	3056	Painter.....	175 East 22d street.
Michael Farrell.....	3911	Stone-cutter....	169 East 22d street.
Francis Clark.....	2930	Wheelwright...	361 Second avenue.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas Breheny .....	2526	Cartman .....	141 East 24th street.
Philip McGuire.....	1377	Dock-builder ...	246 East 13th street.
William Barry.....	1920	Stone-cutter....	317 Avenue A.
Robert Kennedy.....	3561	Blacksmith.....	268 First avenue.
John Carroll.....	2275	Mason.....	18th st. and 1st av.
Timothy Collins .....	....	Merchant .....	143 East 16th street.
Thomas Cowan.....	....	Machinist.....	139 East 25th street.
Stephen O'Brien.....	....	Engineer .....	444 First avenue.
Guy Kennedy.....	....	Marble-cutter ..	222 East 20th street.
Thomas Messemmer .....	....	Pianoforte mkr..	358 Second avenue.
Hugh Eagan.....	....	Carpenter.....	119 East 25th street.
Richard Gerdes.....	....	Grocer .....	404 First avenue.
James Johnson .....	....	Machinist.....	156 East 22d street.
Edward F. Nagle.....	....	Moulder .....	22d st. and 1st av.
William Herbert .....	....	Waiter .....	101 East 11th street.
Edward O'Hara.....	3598	Plumber.....	195 East 26th street.
Robert Tuite .....	....	Felter .....	224 East 23d street.
Cornelius Dugan .....	....	Cartman .....	313 Avenue A.
Patrick Connolly .....	....	Bricklayer .....	254 East 18th street.
William Hogeboom.....	....	Cartman.....	75 East 22d street.
James H. Murray .....	....	do .....	346 Second avenue.
John Feeney.....	....	Mason .....	25th st. and 2d av.
Isaac Hughes.....	....	Wire-drawer ...	143 East 24th street.
William S. Norman.....	....	Blacksmith.....	141 East 16th street.
Charles Shove .....	....	Carpenter.....	19th st. and 3d av.

John A. Smith and Thomas V. Hall, *Representatives.*

**Eagle Hose Company, No. 1.***Stationed in Madison, near Pike street.*

House in good order. No carriage, doing duty with a hose tender in good condition. Present number of men 17. 900 feet of hose, in ordinary condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Walter Smith, <i>Foreman</i> .....	....	Merchant.....	279 Madison street.
Lewis Hopps, <i>Assistant</i> ..	1457	do .....	97 East Broadway.
G. H. Wheaton, <i>Secretary</i> ....	....	Clerk .....	181 Henry street.
Peter W. Odell .....	921	Machinist.....	122 Monroe street.
John W. Gardner.....	1854	Merchant .....	205 East Broadway.
Phineas Smith .....	1142	do .....	188 Henry street.
James W. Dusenberry...	3304	do .....	77 East Broadway.
A. M. Bradshaw .....	3186	Clerk .....	5 Market street.
A. F. Desendorf.....	3301	do .....	136 Henry street.
Wm. W. Magary.....	3252	do .....	176 Chatham square.
James B. Fitzgerald ....	3083	do .....	103 East Broadway.
Augustus A. Conway ...	....	do .....	13 Market street.
George B. Brown.....	....	Plumber.....	9 Rutgers street.
Fletcher Place .....	....	Merchant .....	149 Madison street.
George H. Fordham ....	....	Clerk.....	9 Rutgers street.
Josiah P. Howell. ....	....	do .....	62 Monroe street.
Wm. H. Sperling.....	....	do .....	41 Rutgers street.

Walter Smith and Lewis Hopps, *Representatives.*

**Niagara Hose Company, No. 2.***Stationed at No. 5 Duane street.*

House in ordinary condition. Carriage in ordinary condition; built in 1855, by Pine & Hartsborn. Present number of men 18. 900 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Maurice Stack, <i>Foreman</i> .	924	Boot-maker . . . .	5 Duane street.
Wm. Dougherty, <i>Assistant</i>	927	Whalebone-fin'r.	do.
Chas. G. Hudson <i>Sec'y</i> ..	184	Cartman . . . . .	39 Frankfort street.
John Warner . . . . .	926	Surg. Inst. m'r .	5 Duane street.
Emanuel Cohen . . . . .	2247	Jeweler . . . . .	do.
John D. Lent . . . . .	923	Express . . . . .	20 Leroy street.
Henry Boorman . . . . .	925	Cartman . . . . .	405 Pearl street.
John Ryan . . . . .	2001	Bar-keeper. . . .	476 Pearl street.
K. P. McAvoy. . . . .	2561	Cartman . . . . .	64 Roosevelt street.
N. P. Weeding. . . . .	3078	Painter . . . . .	337 Grand street.
John O'Connell. . . . .	3048	Cooper . . . . .	51 Cherry street.
Charles Mann. . . . .	3425	Baker . . . . .	43 Frankfort street.
Daniel Bradley . . . . .	3531	Merchant . . . . .	476 Pearl street.
John McPherson . . . . .	1616	Engineer . . . . .	212 William street.
John Kellam. . . . .	527	Cartman. . . . .	5 Duane street.
A. A. Von Arx. . . . .	173	Barber . . . . .	5 North Moore st.
Peter McAvoy. . . . .	....	Carpenter . . . .	64 Roosevelt street.
Thomas Skelly . . . . .	3980	Butcher . . . . .	44 West Broadway.

Maurice Stack and John D. Lent, *Representatives.*



### Independence Hose Company, No. 3.

*Stationed at No. 211 Hester street.*

House in good order. Carriage in good condition; built in 1855, by Pine & Hartshorn. Present number of men 19. 900 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John V. Dalton, <i>Foreman</i>	935	Machinist.....	211 Hester street.
G. W. Spencer, <i>Assistant</i>	938	Painter .....	140 Elm street.
John C. Spencer, <i>Secretary</i>	932	do .....	160 Elm street.
Patrick P. Doorley .....	3634	Cartman .....	127 Mott street.
Nicholas W. Mooney....	930	do .....	139 Mott street.
James McKelvey .....	730	do .....	211 Hester street.
James G. Spencer .....	934	Painter .....	135 Elm street.
Samuel G. McLaughlin..	936	Polisher .....	117 Elizabeth street.
Hugh Bennett .....	937	Hose-maker ....	175 Mulberry street.
Joseph W. Pine .....	939	Machinist.....	18 Stanton street.
John P. Roach .....	941	do .....	152 Elizabeth street.
Ralph Jackson.....	2689	Cartman .....	185 Grand street.
John McHenry.....	2756	Tinsmith .....	116 Mott street.
John S. McLaughlin....	2892	Polisher .....	117 Elizabeth street.
John Mackie.....	2937	do .....	58 Spring street.
George W. Stayvesant..	3129	Painter .....	33 Forsyth street.
Joseph Roe.....	2372	Mason .....	135 Mott street.
Thomas Gallagher .....	333	Cartman .....	117 Hester street.
Owen Campbell .....	378	Machinist.....	100 Mott street.

N. W. Mooney and James G. Spencer, *Representatives.*

**Marion Hose Company No. 4.***Stationed at No. 178 Delancey street.*

House in ordinary condition, and too small. Carriage in good condition; built in 1855, by Pine & Hartshorn. Present number of men 30. 900 feet of hose, in ordinary condition. This company have also a hose tender, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Theo. Hillyer, <i>Foreman</i> ..	944	Clerk .....	151 Rivington street.
Edward Lewis, <i>Assistant</i> ..	956	Gilder .....	216 Delancey street.
John S. Dean, <i>Secretary</i> .	957	Cartman .....	178 Delancey street.
Henry C. Place .....	2418	Housesmith ....	108 Attorney street.
James H. Hinchman ....	3002	Clerk .....	178 Delancey street.
Robert V. Mackey .....	942	Carpenter .....	131 Suffolk street.
Edwin W. Lockwood....	3320	Book-cutter ....	88 Suffolk street.
John H. Eldridge.....	958	Boiler-maker ...	161 Delancey street.
Henry P. Keeland .....	960	Finisher .....	105 Lewis street.
John H. Sutcliff.....	2481	Clerk .....	106 Attorney street.
John Tilley, Jr.....	2072	Coppersmith ...	140 Norfolk street.
Charles Closs .....	2248	Carpenter .....	607 Fourth street.
Alfred J. Jeffrouy .....	1989	Bookbinder ....	139 Stanton street.
Charles Cheshire .....	108	Clerk .....	170 Rivington street.
John E. Hall .....	3196	Umbrella-maker.	82 Willett street.
Peter Smith .....	3069	Tinsmith .....	257½ Rivington st.
George Brengel.....	...	Carver .....	4 Avenue D.
David Van Pelt .....	1604	Cigar-maker ...	82 Willett street.
Christopher Perkins....	3242	Watch-case-mkr.	128 Norfolk street.
Richard J. Wheeler....	3870	Clerk .....	140 Norfolk street.
William Hay .....	3935	Lithographer...	178 Delancey street,
John F. Lee .....	2965	Printer.....	91 Attorney street.
John Essig, Jr.....	405	Paper box-mkr..	194 Delancey street.
George W. Eldridge....	1346	Boiler-maker ...	80 Columbia street.
Joseph Bedell.....	...	Ship-joiner....	219 Delancey street.
Henry Brengal .....	3975	Edge tools ....	4 Avenue D.
Andrew K. Hyde.....	...	Clerk .....	65 Clinton street.
James H. McDonough....	...	Cartman.....	49 Clinton street.
George Rothmann .....	...	Barber .....	122 Pitt street.
George C. Bnsh .....	...	Printer.....	221 Eleventh street.

Robert V. Mackey and Edwin W. Lockwood, *Representatives*.

### New York Hose Company, No. 5.

*Stationed at No. 127 Mercer street.*

House in good order. Carriage in good condition; built in 1847, by Jos. Pine, rebuilt in 1852 by J. H. Sickels. Present number of men 21. 900 feet of hose, in ordinary condition. This company have also a hose tender in good condition. Performs duty in the Fourth and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
F. W. Raymond, <i>Foreman</i>	1165	Cartman.....	2 Minetta place.
W. H. Lamb, <i>Assistant</i> ..	1178	Sheetiron-worker	23 Clark street.
H. K. White, <i>Secretary</i> .	950	Clerk .....	127 Mercer street.
Joshua S. Cooley .....	3215	Jeweler .....	44 Downing street.
Octavius Barnard.....	1163	Gold-refiner ...	191 Fourth street.
John A. Phillips .....	1170	Artisan .....	127 Mercer street.
Thomas L. Jacobus .....	820	Clerk .....	143 Waverly place.
Andrew Knox .....	1529	Plumber.....	127 Mercer street.
James Brownson .....	1161	Artist.....	86 Eighth avenue.
John H. Bradley.....	3550	Clerk .....	127 Mercer street.
James Murray .....	475	Accountant ...	130 Thompson street.
Charles H. Sandford ...	1579	Upholsterer ...	127 Mercer street.
James C. Haverty .....	3985	Carpenter .....	18 Christopher street.
Benjamin B. Harris ...	2999	do .....	500 Broome street.
Charles Skeat.....	553	Whitesmith ....	70 Greene street.
Daniel W. Flandrew ...	3007	Segar-maker ...	2 King street.
Edward L. Meader .....	504	Dentist.....	52 Bleecker street.
Timothy Healy.....	457	Prof. of Dancing	37 Eldridge street.
John Bruce.....	....	Pianofortes ....	45 Crosby street.
Edward Sutton.....	....	Cartman .....	2 Minetta street.
Uzziah W. Wenman .....	....	Bell-ringer .....	7 Christopher street.

Francis W. Raymond and Joshua S. Cooley, *Representatives*.

**Croton Hose Company, No. 6.***Stationed at No. 23 Gouverneur street.*

House in good order. No carriage, doing duty with a hose tender, in good order. Present number of men 25. 900 feet of hose, in good condition. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Geo. R. Conner, <i>Foreman</i>	2194	Merchant .....	460 Grand street.
And. J. Martin, <i>Assistant</i>	1247	Sparmaker .....	39 Ridge street.
M. J. Montgomery, <i>Sec'y.</i>	699	Blacksmith .....	389 Cherry street.
William K. Ransom.....	1251	Baker .....	151 Avenue A.
Sylvester G. Rybert.....	1243	Shipsmith .....	159 Monroe street.
John D. Paine.....	1250	Machinist.....	178 Sixth street.
Hanford H. Husted ....	1462	Spar-maker ...	252 Monroe street.
William H. Weeks.....	1248	Carpenter.....	76 Suffolk street.
David M. Kelton .....	2525	Calker .....	9 Pitt street.
Samuel Thompson .....	...	Engineer .....	Chrystie and Houston.
William Mulligan .....	861	Machinist.....	614 Water street.
John Glass .....	3891	Shipsmith .....	212 Cherry street.
Edward Mulligan.....	2436	Calker .....	417 Cherry street.
Thomas Conlan.....	2887	do .....	56 Scammell street.
James Paine.....	1575	Machinist, .....	385 Cherry street.
Jeremiah Gillen .....	336	Calker .....	23 Gouverneur street.
John Callery.....	2751	do .....	236 Monroe street.
Samuel C. Yeaton .....	3162	Merchant .....	254 Monroe street.
Elias Roberts .....	...	Cartman .....	60 Broome street.
James Callery.....	...	Accountant ...	236 Monroe street.
John H. Foos.....	2233	Sparmaker.....	104 Orchard street.
Isaac A. Conley.....	2066	Butcher .....	90 East Broadway.
Michael Brophy .....	...	Painter.....	41 Scammel street.
George Jones .....	...	do .....	64 Avenue C.
Michael Feeney.....	...	Cartman .....	77 Broome street.

Frederick B. Freuer and Samuel C. Yeaton, *Representatives.*

### Ringgold Hose Company, No. 7.

*Stationed at No. 74 East Thirteenth street.*

House in good order. Carriage in good condition; built in 1857, by William Williams. Present number of men 20. 900 feet of hose, in good condition. This company have, also, a hose tender, in good condition. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Albert Winham, <i>Foreman</i>	275	Carpenter .....	101 Third avenue.
Jos. H. Wells, <i>Assistant</i> ..	2893	Clerk .....	13th st., near 4th av.
W. M. Willis, <i>Secretary</i> ..	139	do .....	23 Brevoort place.
John B. Freeman.....	1258	Merchant .....	877 Broadway.
E. A. Horton.....	3207	Painter .....	13th st., near 4th av.
J. B. Leverich .....	....	Book-keeper...	163 Third avenue.
W. T. Ryerson.....	1266	Clerk .....	32 East 24th street.
E. W. Ryerson .....	2731	do .....	do.
James Dougherty.....	1847	Mason .....	125 East 31st street.
William H. Morris .....	....	Clerk .....	183 East 15th street.
James E. Morris .....	777	do .....	do.
C. Wright Kirby .....	....	Broker .....	72 Tenth street.
Cornelius Ahern.....	976	Upholsterer ...	102 East 13th street.
James Disney .....	2190	Saddler .....	97 Fourth avenue.
James Leary.....	713	Jeweler.....	223 Eighteenth street.
William Ehlers.....	1801	Cabinet-maker..	30 Third avenue.
Robert H. Graham.....	1924	Clerk.....	19 Brevoort place.
George Smith.....	3172	Tailor .....	62 Thirteenth street.
Richard Davis .....	....	Carpenter .....	118 Fifteenth street.
Peter F. Ryerson .....	....	Livery-stables ..	100 East 12th street.

John B. Leverich and William H. Morris, *Representatives.*

## City Hose Company, No. 8.

*Stationed at 39 Liberty street.*

House in good order. Carriage in good condition; built in 1853, by Pine & Hartshorn. Present number of men 11. 900 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
C. H. Cornell, <i>Foreman</i> .....	....	Accountant ....	118 White street.
Benj. F. Dennis, <i>Assistant</i> .....	....	Restaurant ....	39 Liberty street.
P. A. Parsells, <i>Secretary</i> .....	....	Clerk .....	Howard House.
James E. Halsey .....	3865	do .....	176 Spring street.
Thos. S. Dennis .....	838	Restaurant ....	218 Canal street.
Stephens M. Creteau .....	1923	Jeweler .....	39 Liberty street.
Chas. A. L. Mignard .....	....	Printer .....	49 Downing street.
Daniel W. Hyde .....	871	Clerk .....	39 Liberty street.
Joseph N. Bogart .....	....	do .....	256 Hudson street.
Andrew J. Phillips .....	....	do .....	39 Liberty street.
William Campbell .....	....	do .....	25 Chrystie street.

Joseph Black and Thos. S. Dennis, *Representatives*.

## Columbian Hose Company, No. 9.

*Stationed at No. 174 Mulberry street.*

House in in good order. Carriage in good condition ; built in 1855, by Pine & Hartshorn. Present number of men 21. 900 feet of hose, in good condition. This company have, also, a hose tender, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John L. Herbell, <i>Foreman</i>	2580	Provision-dealer.	40 Second avenue.
Sidney Smith, <i>Assistant</i> ..	1273	Dentist .....	191 Grand street.
Wm. M. Wade, <i>Secretary</i> .	1280	Painter .....	191 Grand street.
Charles Merrill .....	2409	Accountant ....	18 Norfolk street.
William J. Holmes.....	2371	Hay-dealer ....	240 Broome street.
John W. Garside .....	1212	Bell-ringer ....	89 Crosby street.
James Maxwell .....	1272	Chandler .....	174 Mulberry street.
William A. Knapp .....	1276	Silver-plater....	142 Grand street.
Charles Bathman .....	1278	Liquor-dealer...	131 Grand street.
Daniel Bellows .....	1741	Stationer .....	366 Broome street.
Abram Van Deursen, Jr.	2062	Clerk .....	15 Dominiek street.
George W. Moore .....	2177	Silver-plater ....	142 Grand street.
James Cook .....	3964	Clerk .....	174 Mulberry street.
Louis Hoffman .....	3993	Boot-maker ....	377 Broome street.
Dennis Fleming .....	165	Mason .....	184 Elizabeth street.
Francis P. Doyle .....	1987	Tinsmith .....	8 Howard street.
James Cummings.....	....	Confectioner....	555 Broadway.
William J. Roomc .....	....	Printer.....	187 Mott street.
Thomas R. Ellis .....	....	Bookbinder....	38 Eldridge street.
Hugh C. Mundy.....	....	Pencil-cases ....	441 Houston street.
John Kelleher.....	....	Cards .....	178 Elizabeth street.

John Lynes and Charles Merrill, *Representatives*.

**Liberty Hose Company, No. 10.***Stationed at No. 3 Dover street.*

Horse in bad condition. No carriage; at present doing duty with a hose tender, in good order. Present number of men 23. 900 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Rickard, <i>Foreman</i> .	3452	Cartman .....	362 Cherry street.
John McCarty, <i>Assistant</i> .	2510	Carpenter .....	287 Front street.
Dennis Donovan, <i>Secretary</i>	1017	Tobacco .....	3 Dover street.
Charles H. Lyons.....	10	Post Office.....	318 Pearl street.
John McGronan.....	2649	Saddler .....	240 Tenth street.
J. Mortimer Small.....	8866	Barber .....	334 Greenwich street.
Robert Callender .....	2843	Merchant.....	12 Peck slip.
John Swan .....	1102	Boarding-house .	278 Front street.
Charles Blank.....	3986	Clerk.....	7 James slip.
Dennis McCarty .....	....	Merchant.....	289 Front street.
Alfred Smith.....	610	Cartman .....	31 Hamilton street.
James Gardner .....	....	Cooper .....	3 Dover street.
William N. Traynor ....	3815	Japaner .....	do.
Thomas Carlile.....	3945	Boot-fitter .....	do.
Henry Badar .....	3810	Cordwainer.....	do.
Bernard McGuinness.....	....	Calker .....	7 Batavia street.
John Rodewald.....	....	Clerk.....	31 Hamilton street.
George A. Sinclair.....	....	Perfumer .....	68 White street.
George Fausett.....	....	Cooper .....	302 Pearl street.
George Scheifer .....	....	Bntcher .....	100 Gold street.
John Shay.....	....	Bookbinder.....	476 Pearl street.
Louis Haas .....	....	.....	10 North William st.
James McCarthy .....	....	Carver .....	18 Cherry street.

Charles H. Lyons and Robert Callender, *Representatives*.



**Gulick Hose Company, No. 11.***Stationed at No. 14 West Tenth street.*

House in good order. Carriage in good condition. Present number of men 30. 900 feet of hose, in good condition. This company have, also, a hose tender in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
D. G. Robinson, <i>Foreman</i> .	1296	Hatter .....	3 Seventh avenue.
H. M. Van Wart, <i>Assistant</i>	1294	Mason .....	74 Grove street.
J. C. Macfarlane, <i>Secretary</i>	1295	Cartman .....	27 Christopher street.
J. King .....	3953	Clerk .....	141 West 17th street.
D. H. Barton .....	1291	Carpenter .....	19 West 10th street.
F. Curtis .....	1308	Clerk .....	102 Greenwich avenue.
C. Uhl .....	1297	Mason .....	19 West 10th street.
P. Miller .....	1304	Hatter .....	555 Greenwich street.
S. Voris .....	1307	Cartman .....	14 West 10th street.
S. Hickerson .....	2490	Soda-water ....	631 Hudson street.
C. S. Shaw .....	2846	Carpenter .....	19 West 10th street.
R. Halliday .....	1290	do .....	14 West 10th street.
G. Brettell .....	425	Locksmith .....	13 West 10th street.
E. Crawford .....	3353	Carpenter .....	15 Greenwich avenue.
J. Meeker .....	1809	do .....	159 Prince street.
G. L. Devoe .....	2413	Clerk .....	51 Barrow street.
W. H. Carman .....	1171	Dentist .....	308 Bleecker street.
W. H. Spear .....	980	Plumber .....	28 Commerce street.
D. Van Wart .....	2611	Mason .....	24 Commerce street.
A. F. Forshay .....	3752	Gas-fixtures ....	342 Hudson street.
S. Westervelt .....	2114	Carpenter .....	14 West 10th street.
W. H. Hughes .....	....	Stereotyper ....	4 Patchin place.
J. L. Roberts .....	....	Clerk .....	169 Waverly place.
Francis Brettell .....	....	Locksmith .....	13 West 10th street.
Jules F. Rochefort .....	....	Merchant .....	35 Greenwich avenue.
Greenfield Fosdick .....	....	Painter .....	180 Waverly place.
James W. Groome .....	....	Clerk .....	132 Greenwich av.]
William Mathews .....	....	Stair-builder ...	776 Washington st.
James Bogardus .....	....	Painter .....	102 Bedford street.
John Q. A. Colfax .....	....	Builder .....	188 Waverly place.

William H. Housner and F. Curtis, *Representatives.*

**Minute Hose Company, No. 12.***Stationed at No. 380 West Forty-third street.*

House temporary. Four-wheeled tender, in good condition. Present number of men 13. 900 feet of hose, in ordinary condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Samuel Woolley, <i>Foreman</i>	3773	Builder .....	337 West 47th street.
Franklin C. Favor, <i>Assist't</i>	....	Overseer .....	170 West 47th street.
John H. Tietjen, <i>Sec'y...</i>	2551	Grocer .....	411 Tenth avenue.
Chas. E. Simms .....	62	Butcher .....	382 West 43d street.
Thos. C. Riley .....	....	Blacksmith ....	361 West 36th street.
Robert B. Leete .....	3778	Gold-refiner ....	361 West 36th street.
Charles L. Thatcher .....	2733	Clerk .....	288 West 36th street.
Charles Fanning .....	1325	Stone-cutter ....	11th av., 44th & 45th st.
Freeman Campbell .....	620	Lumber-insp'r ..	360 West 36th street.
Peter Bogart .....	....	Carpenter .....	318 West 46th street.
Joseph Foss .....	....	Grocer .....	11th av., near 36th st.
Michael J. Lyons .....	....	Clerk .....	11th av., near 45th st.
Charles S. Robb .....	....	Ice .....	430 Tenth avenue.

Geo. W. Woolley and Thos. C. Riley, *Representatives.*

**Jackson Hose Company No. 13.***Stationed at No. 34 Mangin street.*

House in good condition. Carriage in ordinary condition; built in 1854, by Pine & Hartshorn. Present number of men 29. 900 feet of hose, in ordinary condition. This company have, also, a hose tender, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Archib'd Irving, <i>Foreman</i>	2421	Cartman .....	72 Broome street.
Peter Boyce, <i>Assistant</i> ...	1332	Sail-maker .....	86 Columbia street.
James Angus, <i>Secretary</i> ..	1994	Cutter .....	147 Suffolk street.
Jacob H. Ackerly .....	1268	Spar-maker ....	58 Broome street.
Alfred Hoyt.....	1725	Machinist.....	102 Cannon street.
Isaac Mills .....	3168	Calker.....	124 Cannon street.
Saul H. Breherton .....	1329	Ship-joiner.....	313 Delancey street.
Jonathan B. Van Wart..	1330	do .....	17 Tompkins street.
Theodore Mangum.....	1331	Cartman .....	258 Delancey street.
Floyd W. Patrick .....	3658	do .....	314 Delancey street.
Michael Erving .....	3169	do .....	480 Cherry street.
John H. Fisher.....	2832	Pattern-maker..	76 Lewis street.
John R. Garagan.....	2888	Locksmith .....	160 Lewis street.
John White.....	134	Stevedore.....	13 Mulberry street.
Benj. F. Smith.....	977	Cooper .....	139 Delancey street.
Abm. J. Woolston.....	988	Moulder .....	2 Cannon street.
Edgar F. Sears.....	3370	Teamster ....	70 Broome street.
William Graham .....	3483	Blacksmith ....	7 Manhattan street.
James Wilmot .....	488	Teamster .....	329 Delancey street.
William Barnes .....	1328	do .....	585 Grand street.
James Graham .....	3364	Japanner .....	7 Manhattan street.
John Dolan.....	213	Boiler-maker ...	339 Delancey street.
Alfred Rushby.....	....	Miller .....	41 Mangin street.
Thomas H. Crain.....	....	Spar-maker ....	29 Cannon street.
Henry Harris .....	....	Japanner .....	326 Houston street.
Isaac N. Potter .....	....	Machinist.....	314 Delancey street.
Francis Duffy .....	....	Tinsmith .....	23 Broome street.
Charles Cline .....	....	Fish .....	323 Delancey street.
Christian S. Riter .....	3946	Hatter .....	71 Mangin street.

Archibald Irving and James Angus, *Representatives.*

**Excelsior Hose Company, No. 14.***Stationed at No. 160 West Thirteenth street.*

House in good order. Carriage in good condition; re-built in 1858 by Wm. Williams. Present number of men 27. 900 feet of hose in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
A. M. Eagleson, <i>Foreman</i> .....		Accountant ....	77 Christopher street.
L. W. Warner, <i>Assistant</i> . 1491	1491	do .....	98 West 10th street.
John O. Watkins, <i>Secretary</i> .....		Merchant .....	201 Sixth avenue.
Leonard Warner .....	1815	Accountant ....	68 Twelfth street.
Stephen C. R. Cumming. 1813	1813	Merchant .....	137 Waverly place.
Robert P. Cumming .... 1900	1900	do .....	do
Charles N. Du Bois .....	1499	Accountant ....	53 Bleecker street.
Zenas H. Sayre .....	1468	Builder .....	74 Fourth street.
George S. W. Crane .... 1464	1464	Clerk .....	61 West 10th street.
William H. Ely .....	1473	Jeweler .....	61 Bank street.
William V. K. Linson.. 803	803	Clerk .....	186 West 17th street.
William S. Baker .....		Lumber-merch't	340 Bleecker street.
William Williams .....	83	Carriage-builder	117 West 19th street.
William T. Day .....	3314	Iron-railing man.	28 Charlton street.
Richard H. Benson .... 2670	2670	Clerk .....	36 East 22d street.
Henry D. McCord .....		do .....	60 Grove street.
William F. Whiting .....		do .....	18 Troy street.
Philip Herrmann .....		Builder .....	113 West 10th street.
Daniel Smith .....		Clerk .....	278 Ninth street.
Lyman N. Jones .....		do .....	207 West 16th street.
Hiram H. Cavannah .....		Grocer .....	794 Washington st.
George H. M. Bradley ..		Civil-engineer ..	160 West 13th street.
Phillips A. Rundell .....		Clerk .....	227 West 14th street.
R. R. Finch, Jr. ....		Merchant .....	do.
M. S. Cumming .....		Clerk .....	137 Waverly place.
Chas. E. Findlay .....		Broker .....	101 Perry street.
Richard Heather .....		Coal .....	21 Renwick street.

Robert P. Cumming and John O. Watkins, *Representatives.*

## Tompkins Hose Company, No. 16.

*Stationed at No. 154 Norfolk street, near Houston street.*

House in good order. Carriage in good condition; built in 1855, by W. H. Torboss. Present number of men 29. 900 feet of hose, in ordinary condition. This company have, also, a hose tender, in good condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Whelan, <i>Foreman</i> .	1471	Cooper .....	454 Grand street.
Andw. J. Reeves, <i>Assistant</i>	1895	Calker .....	154 Norfolk street.
Jas. M. Tilley, <i>Secretary</i> ..	1185	Clerk .....	140 Norfolk street.
Alexander Faris.....	....	Cartman .....	369 Eighth street.
Owen Murphy.....	3955	Tinsmith .....	384 Houston street.
Thomas O'Connor .....	2879	Stone-cutter....	154 Norfolk street.
Jacob Smith.....	2518	Fastener .....	199 Second street.
Charles Schafer .....	2878	Baker .....	54 Avenue B.
Andrew Senges.....	2032	Machinist.....	32 Avenue B.
John Smith.....	....	Blacksmith ...	152 Broome street.
William A. Spring.....	1476	Brass-finisher ...	216 Fifth street.
Adam Blum .....	1478	do .....	156 Norfolk street.
John W. Walker .....	....	Cartman .....	87 First street.
Christopher First.....	1320	Cabinet-maker..	122 Ludlow street.
James Murphy.....	1343	Calker .....	120 Cannon street.
Joseph Smith .....	1990	Varnisher .....	241 Third street.
William Lighthouse.....	3481	Painter .....	154 Norfolk street.
Nicholas Miller .....	316	Cabinet-maker..	249 Eleventh street.
John Ward.....	....	Cartman .....	163½ Suffolk street.
Jacob Fink.....	3103	Speculator .....	326 Houston street.
David Walker.....	1569	Cartman .....	87 First street.
Barnard Kanney .....	1689	Blacksmith ...	133 Norfolk street.
Philip Scal .....	1664	Front-cutter ...	285 Houston street.
Michael J. Carroll .....	....	Boiler-maker ...	41 Sheriff street.
Henry A. Conklin .....	....	Hatter,.....	110 First street.
George Parcell .....	3417	Chair-maker ...	130 Third avenue.
James Faris .....	3918	Mason .....	369 Eighth street.
George H. Goodday.....	....	Gilder.....	94 Cannon street.
Noah D. Ward.....	....	Sash-maker ...	168 Second street.

Edward Bonnell and Thomas O'Connor, *Representatives*.

## Clinton Hose Company, No. 17.

*Stationed in Fifth street, near First avenue.\**

House in good order. Carriage ordinary, bnilt in 1853, by Pine & Hartshorn. Present number of men, 28. 900 feet of hose, in ordinary condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Lawrence Dalton, <i>Foreman</i>	1545	Blacksmith.....	262 14th street.
Michael Dalton, <i>Assistant</i>	1718	Grate-maker....	do.
O. J. F. Slavin, <i>Secretary</i>	3733	Clerk .....	195 Allen street.
John Shannon .....	1729	Machinist.....	226 13th street.
William E. Wilcox .....	3254	Cartman.....	18 Rivington street.
Bartholomew O. Conner .	....	Carpenter.....	282 Avenue A.
Geo. F. Hambridge .....	3075	Porter .....	13 Ridge street.
Patrick Martin.....	2825	Grocer .....	472 Fourth street.
George W. Golder.....	1227	Cooper .....	3 Third avenue.
Henry Fee .....	1964	Grate-maker....	176 Third street.
Samuel McMahon .....	3094	Mason.....	457 Fourth street.
James O'Brien .....	3072	do .....	85 Fifth street.
Richard Hannah .....	3147	Moulder .....	213 Sixth street.
John Morgan .....	3073	Bricklayer .....	244 Ninth street.
Lanty McNulty .....	3579	Stone-cutter....	9 Avenue B.
Peter Kinney.....	1759	Bricklayer .....	201 13th street.
Charles R. Eichels.....	3927	Painter.....	220 11th street.
John Cotter .....	1769	Decorator .....	12th st., 1st avenue.
Michael Timmons.....	3959	Grate-maker ..	3 Third avenue.
Thomas Duffy.....	1760	Mason .....	305 Ninth street.
James Mallon .....	2795	Tinsmith.....	85 Fifth street.
Silas Ling.....	1793	Butcher .....	466 Fourth street.
Patrick Rielly .....	....	Ship-carpenter..	85 Fifth street.
Thomas Hanghkey.....	....	Blacksmith ....	do.
Edward Wynn .....	....	Tinsmith .....	14 Avenue B.
Thomas Casey.....	....	Mason.....	151 Avenue A.
Francis Cain.....	....	Plasterer.....	280 Avenue A.
Thomas G. Cowen.....	....	Stone-cutter....	251 First avenue.

Michael Hahn and Wm. E. Wilcox, *Representatives.*

### Franklin Hose Company, No. 18.

*Stationed at No. 28 Beaver street.*

House in good order. Carriage in good condition; built in 1856, by Pine & Hartshorn. Present number of men 25. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Denis J. Conley, <i>Foreman</i>	3520	Merchant.....	28 Beaver street.
T. F. Bernard, <i>Assistant</i>	3440	Stevedore.....	19 Bridge street.
John Carroll, <i>Secretary</i>	1517	Carpenter.....	101 Broad street.
Mathew T. Beirne .....	2220	Clerk .....	28 Beaver street.
John O'Neil .....	1763	Cooper .....	do.
Nicholas Bailey .....	1514	Clerk .....	7 Moore street.
James Boyle .....	2195	do .....	32½ Stone street.
William Farrell .....	1512	do .....	101 Broad street.
Patrick St. George .....	2196	do .....	4 Coenties slip.
John Conley .....	3509	Private watch..	6 Bowling Green.
Edward Kelly .....	2902	Cooper .....	28 Beaver street.
Patrick Callaghan .....	1818	Clerk .....	do.
James Powers.....	2667	do .....	31½ Whitehall street.
John Battersby .....	1881	Cartman .....	— Pearl street.
John S. Scully .....	1828	Clerk .....	28 Beaver street.
John Battersby, Jr.....	....	do .....	do.
Charles Escher .....	2031	Engraver .....	do.
Thomas Fogarty.....	..	Cooper .....	— Stone street.
Patrick T. Carney .....	1511	Clerk .....	4 Coenties slip.
Edward Brophy .....	1510	Cooper .....	81 Broad street.
Martin McDonnell.....	....	Clerk .....	9 Albany street.
Michael J. Cullen.....	....	Gas-fitter .....	40 Whitehall street.
John Carbery .....	....	Cooper .....	14 South street.
Peter Brady .....	....	Porter.....	42 Hudson street.
P. Hefferman .....	....	Clerk .....	22 Stone street.

William Farrell and John S. Scully, *Representatives.*

## American Hose Company, No. 19.

*Stationed at No. 52 Greene street.*

House in good order. Carriage in good condition; built in 1856, by J. H. Sickels. Present number of men, 21. 900 feet of hose, 100 feet of which is good. This company have also a hose tender, in good condition. Performs duty in the Fourth and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
W. W. Adams, <i>Foreman</i>	1525	Mason .....	73 Vandam street.
J. Cassidy, Jr., <i>Assistant</i>	19	Accountant ....	69 Carmine street.
John E. Ayres, <i>Secretary</i>	2573	Organ-builder ..	479 Broome street.
Theron Kidd .....	2374	Clerk .....	52 Greene street.
Wm. Van Deursen .....	2585	Tobacconist ....	15 Dominick street.
Richard Kidd .....	1013	Clerk .....	52 Greene street.
Henry A. Thomas .....	128	Merchant .....	181 West 11th street.
George Cox .....	3480	Restaurant .....	Canal and Varick.
Robert W. Fisher .....	3549	Agent .....	104 Greene street.
Erastus S. Pendleton .....	3897	Clerk .....	52 Greene street.
Geo. H. Whelpley .....	3928	Salesman .....	44 Barrow street.
Edmund H. Thomas .....	109	Stationer .....	52 Greene street.
Samuel J. Ayres .....	1896	Decorator .....	479 Broome street.
Wm. H. Wright .....	1938	do .....	25 Fifth avenue.
Warren C. Bennett .....	3324	Clerk .....	36 Greene street.
Jacob H. Dawson .....	....	Express .....	50 Greene street.
Elijah Yerks .....	....	Sash-maker ....	70 Greene street.
William Brinkerhoff .....	....	Clerk .....	85 King street,
Wm. McAlanay .....	....	Decorator .....	65 Marion street.
Wm. P. Lefurge .....	....	Oysters .....	73 Vandam street.
Wm. H. Van Hise .....	....	Cartman .....	71 Vandam street.

John E. Ayres and Henry A. Thomas, *Representatives.*



**Humane Hose Company No. 20.***Stationed at No. 28 Ann street.*

House ordinary, and too small. Carriage in ordinary condition; built in 1855, by J. H. Sickels. Present number of men 15. 900 feet of hose, all of which is good. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. A. Timpson, <i>Foreman</i> .....		Accountant.....	28 Ann street.
H. H. Peters, <i>Assistant</i> ..	1539	Clerk.....	131 Cedar street.
J. D. Coleman, <i>Secretary</i> .	3477	do .....	28 Ann street.
Charles F. Nichols.....	1395	Printer .....	do.
James Gallagher.....	1968	Clerk .....	13 Dutch street.
Israel C. Lawrence.....		Merchant.....	364 Pearl street.
Ambrose R. Hascy .....	1630	do .....	94 Grand street.
Jacob E. Wood .....	3070	Cartman .....	19 Jay street.
John Schinnagel.....	3937	Merchant.....	28 Ann street.
Charles Habermhl .....	3978	Wood-carver ...	do.
Alvah W. Lockwood....	2230	Merchant.....	75 Beekman street.
Nicholas Doll .....		Tailor .....	51 Beekman street.
H. Webber .....		Tinsmith.....	28 Ann street.
Ferdinand Rath .....		Machinist.....	1 Roosevelt street.
John J. Kuebler.....		Clerk .....	24 John street.

Jared A. Timpson and James Gallagher, *Representatives*.

## Hudson Hose Company, No. 21.

*Stationed at Washington street, between Reade and Duane streets.*

House in good order. Carriage ordinary; built in 1853 by Pine & Hartshorn. Present number of men 22. 900 feet of hose, all of which is good. This company have also a hose tender, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. Callen, <i>Foreman</i> ...	1550	Ice-man .....	304 Washington st.
Arnot Spence, <i>Assistant</i> ..	1564	Carpenter .....	do.
T. M. Mooney, <i>Secretary</i> ....		Clerk .....	23 Harrison street.
W. H. Carpenter .....	1552	Merchant .....	29 Harrison street.
Geo. W. Mason .....	2138	Ice-man .....	36 Commerce street.
P. Madigan .....	1560	Baker. ....	304 Washington st.
A. Miller .....	1559	Cooper .....	176 Reade street.
A. Marseillus .....	1563	Carpenter .....	183 Duane street.
Thos. McGrath .....	3691	Boiler-maker ...	352 Greenwich street.
Wm. Wilkin .....	2826	Clerk .....	190 West street.
Wm. Long .....	2122	Blacksmith .....	304 Washington st.
John Wade .....		Marble-cutter ..	193 Franklin street.
Michael W. Burns .....		Merchant .....	8 Caroline street.
James McDermott .....		Boiler-maker ...	445 Greenwich street.
Wm. L. Herbert .....		Carrier .....	75 North Moore st.
Terence Foley .....		Clerk .....	391 Washington st.
Michael Lane .....		Sail-maker .....	370 Greenwich street.
Sam. S. Edmonston .....		Tobacconist ....	213 Duane street.
Francis Kirwin .....		Boiler-maker ...	345 Greenwich street.
Wm. H. Carlock .....		do .....	315 Greenwich street.
Michael Madigan .....		Ship-carpenter ..	341 Greenwich street.
James Long .....	1548	Blacksmith ....	Greenwich and Duane.

Geo. W. Mason and Wm. Wilkin, *Representatives*.

**Phoenix Hose Company, No. 22.***Stationed at No. 101 Hester street.*

House in bad condition. Carriage in good condition; built in 1849 by A. Van Ness—rebuilt in 1855, by W. H. Torboss. Present number of men 21. 900 feet of hose, in good condition. This company have also, a hose tender, in good condition. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Schuyler Styms, <i>Foreman</i>	1480	Butcher .....	200 Orchard street.
N. F. Eberhard, <i>Assistant</i>	190	Brass-finisher...	110 Hester street.
Washington Mullen, <i>Sec'y</i>	3603	do ..	64 Suffolk street.
Geo. W. Anderson .....	.....	Clerk.....	94 Rivington street.
Reuben C. Mills .....	1507	Gentleman ....	170 Tenth street.
Frederick G. Hammill..	3478	Cartman.....	80 Suffolk street.
Zabriskie H. Mullen....	2967	Brass-finisher..	64 Suffolk street.
Benjamin T. Horton....	1488	Carpenter .....	59 Forsyth street.
Henry R. Combs.....	.....	Speculator.....	437 Fourth avenue.
Elijah Sears .....	1947	Painter .....	82 Suffolk street.
Theodore J. W. Cornwell	1492	Cooper .....	50 Orchard street.
Kendall F. Knowles....	2908	Hatter .....	1 Allen street.
Charles V. Lyons .....	.....	Mason .....	101 Hester street.
Joseph McVeagh.....	2789	Brass-moulder..	64 Suffolk street.
William H. Mills .....	77	Butcher .....	174 Tenth street.
Edward O'Donnell .....	2352	Machinist.....	Mulberry street.
William J. Livingston...	2278	Mason .....	250 Broome street.
Charles E. Stagg .....	4853	Cartman .....	180 Eldridge street.
Harrison H. Comings ...	.....	do .....	201 Monroe street.
John Sheffmeyer.....	.....	Clerk .....	114 Hester street.
Wm. R. W. Chambers ..	.....	do .....	111 Rivington street.

Stephen H. Erwin and Wm. J. Livingston, *Representatives.*

**Perry Hose Company, No. 23.***Stationed at No. 48 Horatio street.*

House in good order. Carriage in ordinary condition; built in 1849, and rebuilt in 1855, by Pine & Hartshorn. Present number of men 26. 1000 feet of hose, all of which is good. This company have, also, a hose tender, in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
A. V. Davidson, <i>Foreman</i>	2502	Lumber . . . . .	659 Greenwich street.
H. F. Winants, <i>Assistant</i>	219	Stair-builder . . .	632 Hudson street.
A. S. Clapp, <i>Secretary</i> . .	2373	Clerk . . . . .	47 Bank street.
John Tory . . . . .	1031	do . . . . .	30 Horatio street.
John Kavana . . . . .	1998	Carpenter . . . . .	632 Hudson street.
Charles Esty . . . . .	3312	Clerk . . . . .	48 Horatio street.
James McClane . . . . .	3380	Croton-tapper . . .	223 West 17th street.
Theo. Brush . . . . .	3369	Stair-builder . . .	
M. J. Farrell . . . . .	3784	Plumber . . . . .	74½ Ninth avenue.
Andrew Romain . . . . .	3423	Stair-builder . . .	148 West 10th street.
Thomas Bagan . . . . .	2362	Sawyer . . . . .	153 West 29th street.
J. P. Girvan . . . . .	2347	Clerk . . . . .	48 Horatio street.
W. H. Van Arsdale . . . .	3604	Bookbinder . . . .	444 West street.
John Pinkin . . . . .		Cartman . . . . .	231 Bleecker street.
William Foshay . . . . .		do . . . . .	28 Horatio street.
Cornelius Chatterton . . . .		Carpenter . . . . .	195 West 15th street.
Daniel Demarest . . . . .		Mason . . . . .	36 Barrow street.
J. J. Leaycraft . . . . .		Expressman . . . .	28 Eighth avenue.
John P. Vreeland . . . . .		Carpenter . . . . .	682 Hndson street.
James King . . . . .		Roofer . . . . .	207 West 13th street.
John Parke . . . . .		Dyer . . . . .	— 26th street.
John H. Osborne . . . . .		Carpenter . . . . .	152 West 13th street.
William H. Ambury . . . . .		Parasols . . . . .	85 Perry street.
E. Maynard, Jr. . . . .		Cartman . . . . .	7 Troy street.
William McKissock . . . . .		Painter . . . . .	30 Jane street.
Lafayette H. Lefferts . . . .		Cartman . . . . .	58 Barrow street.

Vincent C. King and Walter H. Van Arsdale, *Representatives.*

**National Hose Company, No. 24.***Stationed at No. 253 Spring street.*

House in good order. Carriage in good condition; built in 1855, by J. H. Allen, Newark, New Jersey. Present number of men 16. 900 feet of hose, in ordinary condition. This company have also a hose tender, in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
S. Burhans, Jr., <i>Foreman</i>	1493	Merchant.....	271 Spring street.
R. L. Simonson, <i>Assistant</i>	1501	Oyster-dealer ...	409 Greenwich street.
C. L. Robinson, <i>Secretary</i>	3388	Clerk .....	176 Spring street.
John McCool .....	1500	Builder.....	81 Watt street.
Thos. J. Sheriden.....	1143	Carpenter.....	104 King street.
James Elkin .....	2629	do .....	61 Barrow street.
Daniel Cruger.....	1438	Printer.....	48 King street.
David T. Gillmor .....	2433	Clerk.....	550 Greenwich street.
Wm. H. Hardy .....	1348	Segar-maker ...	184 Varick street.
A. F. W. Nietsch .....	1677	Druggist .....	108 Varick street.
A. C. D'Ozeville .....	597	Jeweler .....	43 Sullivan street.
Geo. H. Yeomans.....	3910	Baker .....	182 Varick street.
Theodore Earl.....	3612	Carpenter .....	520 Greenwich street.
George W. Dixon .....	.....	Express .....	100 Hammersly street
Gilbert L. Parker.....	.....	Jeweler.....	168 Varick street.
Michael B. Terhune ....	.....	Cooper .....	38 Watt street.

John McCool and A. C. D'Ozeville, *Representatives.*

## United States Hose Company, No. 25.

*Stationed in Worth street, near Broadway.*

House ordinary, and too small. Carriage in good condition; built in 1855, by J. H. Sickels; rebuilt in 1857, by Pine & Hartshorn. Present number of men 25. 900 feet of hose, in ordinary condition. This company have, also, a hose tender, in good order. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Dan'l S. Parkes, <i>Foreman</i> .	1583	Clerk .....	532 Hudson street.
J. D. Williams, <i>Assistant</i> .	2569	Type-founder...	41 Essex street.
F. S. Whiting, <i>Secretary</i> .	....	Painter .....	75 Worth street.
Hugh Gallagher.....	....	Clerk .....	121 Walker street.
Joseph Eaton .....	1780	Printer.....	15 City Hall place.
Dennis Meehan.....	2577	Pawn-broker ...	18 Grand street.
William H. McDonough .	1576	Fire Warden ...	125 Mulberry street.
Joseph H. Hamilton ...	2590	Clerk .....	302 Broadway.
H. C. Phoebus .....	1584	do .....	422½ Broadway.
Edward Linnen.....	2687	Porter .....	96 Baxter street.
William T. Ferre .....	2658	Cartman .....	29 Chestnut street.
William Gibson .....	2563	Shipsmith .....	127 Forsyth street.
William Burnett.....	2559	Tinsmith.....	287 Spring street.
James Lindsay .....	2480	Shipsmith .....	412 Cherry street.
Peter Throop .....	....	Clerk .....	75 Worth street.
Joseph E. Chabau .....	....	Painter .....	143 Thompson street.
Thomas F. Baker .....	....	Printer.....	74 Elm street.
John Scheffmeyer .....	....	Clerk .....	59 Worth street.
George W. Daniels .....	....	Lithographer...	47 Robinson street.
John B. Addette.....	....	do .....	54 Lispenard street.
John V. Coles.....	....	Machinist.....	94 Elm street.
James F. Melloy .....	....	Clerk .....	75 Worth street.
Michael Sinclair.....	....	Porter .....	348 Broadway.
John Banks.....	....	Carpenter .....	215 Hester street.
Jacob G. Wissinger.....	....	Lithographer...	47 Robinson street.

William H. McDonough and Joseph H. Hamilton, *Representatives*.

**Rutgers Hose Company, No. 26.***Stationed at No. 6 Norfolk street.*

House in good order. Carriage in good condition; built in 1854, by Pine & Hartshorn. Present number of men 29. 900 feet of hose, in ordinary condition. This company have also a hose tender in good order. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James M. Petty, <i>Foreman</i>	1603	Carpenter .....	6 Norfolk street.
R. Evans, <i>Assistant</i> .....	1598	Bookbinder .....	do.
C. S. Fordham, <i>Secretary</i>	1605	Jeweler .....	327 Cherry street.
J. H. Clark .....	1593	Notary Public ..	162 Madison street.
Francis Prince .....	2630	Painter .....	6 Norfolk street.
P. J. Conlon .....	1591	Ship-joiner .....	do.
John J. Belch .....	1592	Appraiser .....	25 Hester street.
Owen McCullough .....	1594	Sail-maker .....	6 Norfolk street.
Wm. Cavanagh .....	3163	Liquor-dealer ..	do.
Geo. Glastater .....	1599	Shoe-dealer .....	143 Delancey street.
Geo. A. Hunter .....	1600	Carpenter .....	240 Delancey street.
H. Pike .....	1602	Engineer .....	6 Norfolk street.
Luther Wilcox .....	1606	Machinist .....	68 Clinton street.
Daniel Whaley .....	2862	Packer .....	6 Norfolk street.
Dillon Ransom .....	2743	Boat-builder .....	673 Water street.
Geo. W. Brown .....	1586	Painter .....	5 Spring street.
Geo. W. Knapp .....	3387	Inspector .....	337 Cherry street.
H. Bodes .....	1153	Calker .....	12 Norfolk street.
Edward Keating .....	2610	Machinist, .....	6 Norfolk street.
J. Rodermond .....	2163	Assay-office .....	25 Hester street.
Wm. Greenock .....	2679	Plumber .....	150 Delancey street.
P. Farrell .....	2671	Cork-cutter .....	23 Hamilton street.
A. J. Fisher .....	1609	Merchant .....	20 Norfolk street.
David Fisher .....	3275	Cooper .....	6 Norfolk street.
Theo. R. Knapp .....	2642	Clerk .....	do.
R. J. Larah .....	2625	Painter .....	Mass' Hotel.
Geo. H. Chase .....	1588	Carpenter .....	19 Norfolk street.
Ira M. Clapp .....	2694	Calker .....	6 Norfolk street.
Richard Sharp .....	.....	Sparmaker .....	12 Norfolk street.

Francis Prince and John E. B. Fick, *Representatives.*

## Neptune Hose Company, No. 27.

*Stationed at 106 Reade street.*

House in bad condition, and too small. Carriage in good condition; built in 1856, by Torboss & Co. Present number of men 21. 900 feet of hose, all of which is good. This company have, also, a hose tender in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. H. Corbalis, <i>Foreman</i> .	2764	Jeweler .....	106 Reade street.
Thomas Condry, <i>Assistant</i> .	2813	Clerk .....	do.
Wm. H. Webber, <i>Sec'y</i> ..	3445	do .....	do.
James D. Hall .....	.....	Japaner .....	do.
Henry Randel .....	.....	Jeweler .....	286 West 20th street.
George Sawyer .....	2123	Cutler .....	Thomas and Hudson.
James West .....	2134	Plumber .....	40 West Broadway.
Augustus Thiery .....	2334	Clerk .....	106 Reade street.
Joseph J. Mallen .....	2707	Plumber .....	113 Mulberry street.
Michael King .....	3413	Clerk .....	59 West Broadway.
Frederick Scott .....	2762	Jeweler .....	265 Spring street.
Mathew Thompson .....	.....	Tinsmith .....	106 Reade street.
Alexander Condry .....	.....	Clerk .....	do.
Henry Spence .....	2700	Jeweler .....	321 Greenwich street.
John T. Henry .....	498	Carpenter .....	90 Reade street.
Thomas G. Voorhis .....	.....	Upholsterer .....	52 Vestry street.
John Keane .....	.....	Porter .....	142 Chambers street.
James Kinkiad .....	.....	Stair-rod manf. ..	96 Reade street.
Francis Horle .....	.....	Shoe-maker .....	105 Reade street.
Joseph Levie .....	.....	Cigars .....	1 Worth street.
Joseph Steiner .....	.....	Clerk .....	34 West Broadway.

James D. Hall and Henry Randel, *Representatives*.



### Pearl Hose Company, No. 28.

*Stationed at the corner of Chambers and Centre streets.*

House in good order. Carriage in good condition; built in 1856, by Pine & Hartshorn. Present number of men 19. 900 feet of hose, in good condition. This company have, also, a hose tender in good order. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Emile Malherbe, <i>Foreman</i>	1733	Merchant .....	522 Broadway.
Ernest Drevet, <i>Assistant.</i>	1746	Importer .....	23 Wooster street.
H. H. Butler, <i>Secretary.</i>	3606	Clerk .....	205 East Broadway.
Geo. P. Ockershausen ..	1732	Merchant.....	21 Rose street.
Charles A. Moore.....	1744	do .....	13 Harrison street.
Augustus T. Hurd.....	28	do .....	45 White street.
James H. English .....	2152	Manufacturer...	567 Broome street.
Chas. W. Gaunt .....	1756	do .....	159 Eldridge street.
John C. Overin, Jr.....	1742	Cartman .....	102 Allen street.
Edward V. Fargis .....	2385	Merchant .....	59 Madison street.
Lewis M. Peck .....	1676	do .....	151 East Broadway.
Francis J. Plumer.....	3264	do .....	95 Murray street.
P. C. Murray, .....	3917	Clerk .....	72 Roosevelt street.
Samuel W. Eason .....	3028	do .....	226 Fulton street.
John W. Moore.....	328	Manufacturer...	13 Harrison street.
Edward Wilhelm .....	3800	Clerk .....	119 Allen street.
John N. Lewis, Jr....	2299	Lawyer.....	140 Broadway.
Robt. B. Stewart .....	.....	Clerk .....	41 Walker street.
James L. Waugh, Jr....	.....	Gold-beater ....	27 Walker street.

James G. Sweeney and Augustus T. Hurd, *Representatives.*

**Metamora Hose Company, No. 29.**

*Stationed at No. 145 Fifth avenue, corner of Twenty-first street.*

House in good order. Carriage in good condition; built in 1856, by J. H. Ludlum. Present number of men, 20. 900 feet of hose, in ordinary condition. Performs duty in the Fourth and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
H. N. Squire, <i>Foreman</i> ..	47	Merchant .....	131 East 15th street.
B. Rhineland, <i>Assistant</i> ..	2098	Gentleman .....	80 East 23d street.
C. H. Whitaker, <i>Secretary</i> ..	264	Clerk .....	187 Third avenue.
Harry Sanderson .....	2729	Composer .....	8 St. Mark's place.
Sylvester Denison .....	1749	Gentleman .....	145 Fifth avenue.
T. Walter Conkling .....	1755	Clerk .....	24 Washington sq.
Thad. L. Jansen .....	3868	do .....	1 East 21st street.
P. Henry Lanchantin ..	2695	do .....	116 East 17th street.
John P. Bigelow .....	292	do .....	40 Sixth street.
E. Pierre Rowe .....	2977	Merchant .....	51 Seventh avenue.
C. Vanderbilt Cross .....	2991	Clerk .....	59 West 22d street.
William A. Conklin .....	.....	Lawyer .....	138 Third avenue.
Robert Lang .....	.....	Clerk .....	1 East 21st street.
Theodore A. Scudder .....	.....	Real Estate .....	183 West 21st street.
Albert B. Stanton .....	.....	Merchant .....	74 West 23d street.
James W. Miller .....	.....	Clerk .....	145 Fifth avenue.
Geo. L. Pierce .....	.....	Merchant .....	34 East 12th street.
Geo. W. Jewett .....	.....	Physician .....	62 Third street.
Ritner Dock .....	.....	Gentleman .....	11 University place.
Joseph H. Voorhies .....	.....	Clerk .....	75 West 38th street.

C. H. Whitaker and A. M. C. Smith, *Representatives*.

### Laurel Hose Company, No. 30.

*Stationed in Twenty-seventh street, near Ninth avenue.*

House in good order. Carriage in good condition; built in 1856, by Pine & Hartshorn. Present number of men 17. 900 feet of hose, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. H. Arnold, <i>Foreman</i> .	2520	Carpenter .....	248 West 24th street.
Ezra M. Drew, <i>Assistant</i> .	2441	Express .....	218 West 24th street.
Daniel Curry, <i>Secretary</i> .	30	Bell-ringer .....	356 Eighth avenue.
Thomas J. Bishop .....	1848	Carpenter .....	189 West 24th street.
John Paton .....	1844	Sash-maker ....	291 West 24th street.
John W. Dale .....	3221	Carpenter .....	9th av. and 27th st.
Geo. W. Cartwright ....	85	Clerk .....	238 West 34th street.
Elias H. Platt .....	1003	do .....	9th av. and 32d st.
Louis D. Richards .....	3030	do .....	232 West 26th street.
James Goodall .....	3648	Turner .....	288 West 27th street.
Henry W. Dale .....		Carpenter .....	9th av. and 27th st.
James Smith .....		Jeweler .....	do.
Abram Vanderbilt .....		Carpenter .....	— Eighteenth street.
Nathaniel B. Stevens ....	3627	do .....	291 West 24th street.
Alexander T. Smith .....		do .....	189 West 26th street.
John Felter .....		Iron railing ....	190 West 27th street.
James Gaddis .....		Coach-builder ..	270 29th street.

Daniel Curry and Thomas J. Bishop, *Representatives*.

**Putnam Hose Company, No. 31.***Stationed at No. 7 Jackson street.*

House in good order. Carriage ordinary, built in 1854, by Pine & Hartshorn. Present number of men, 21. 900 feet of hose, in ordinary condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Charles Daley, <i>Assistant</i>	3633	Ship-joiner. ....	313 Delancey street.
Anton Schlessinger, <i>Sec'y</i> ....		Merchant .....	100 Forsyth street.
Geo. W. Thorn .....	2706	Machinist.....	22 Scammel street.
William Hannan .....	2251	Printer.....	59 Cannon street.
Andrew Hill.....	2990	Clerk .....	6 Norfolk street.
John McCarthy .....	1856	Ship-joiner.....	527 Grand street.
Isaac J. Grimshaw.....	1864	Moulder .....	7 Jackson street.
John H. Grear .....	2614	Cartman .....	314 Henry street.
Lorenzo Cuddy.....	131	do .....	7 Pitt street.
Wm. J. Barrington .....	2983	do .....	13 Essex street.
Peter Leonard .....	1963	do .....	50 Jackson street.
Charles Healy.....	1852	Stevedore.....	236 Monroe street.
Patrick Crane.....	3316	Machinist.....	583 Grand street.
Thomas Hughes .....		Moulder .....	6 Columbia street.
Phillip McLaughery ....	3177	Calder .....	83 Lewis street.
John J. Kelly.....		do .....	25 Broome street.
James Hilles.....		Moulder .....	29 Sheriff street.
Patrick Delaney.....		Blacksmith ....	36 Pitt street.
William Burke.....		Blacksmith.....	31 Willett street.
Bryne Mahon .....		do .....	439 Grand street.
Patrick Sweeney .....		Bookbinder ....	81 Broome street.

Isaac J. Grimshaw and John H. Grear, *Representatives.*

### Index Hose Company, No. 32.

*Stationed in Forty-eighth street and Eighth avenue.*

House in good order, but too small. No carriage; doing duty with a hose tender. Present number of men 22. 900 feet of hose, in ordinary condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Lawrence Martin, <i>Foreman</i>	1905	Butcher .....	264 West 47th street.
Wm. Nairn, <i>Assistant</i> ...	875	Cartman .....	19 West 51st street.
John W. Martin, <i>Sec'y</i> ..	1901	Butcher .....	277 West 49th street.
William Horman .....	2147	Boot-maker ....	163 West 49th street.
William Halden .....	.....	Gardener .....	63d st. and 9th av.
John Seamon .....	3507	Butcher .....	51st st. and 9th av.
Joseph Lender .....	1903	Driver .....	50th st. and B'way.
Jacob Shealer .....	1961	Boot-maker ....	190 West 48th street.
Charles Seagrist .....	3308	Fisherman ....	52d st. and 9th av.
Jacob S. Hallett .....	3852	Butcher .....	50th st. and 8th av.
Jacob Eichel .....	2867	Carpenter .....	221 West 38th street.
James Downey .....	.....	Speculator ....	46th st., 9th & 10th av.
Samuel Wallace .....	3769	Cartman .....	47th st. and 9th av.
Frederick Bosch .....	.....	Tinner .....	667 Eighth avenue.
Samuel M. Slater .....	.....	Trunk-maker ..	137 West 41st street.
John Eddington .....	.....	Butcher .....	713 Eighth avenue.
William H. West .....	.....	Clerk .....	165 West 48th street.
Alfred West .....	.....	Butcher .....	210 West 48th street.
Augustus Lubbers .....	.....	Soda-water ....	670 Eighth avenue.
John E. Fitzgerald .....	.....	Trunks .....	238 West 44th street.
George W. Baldwin .....	.....	Pickling .....	189 West 47th street.
David B. Mersereau .....	.....	Cartman .....	49th st. and B'way.

William Halden and John Seamon, *Representatives.*

**Warren Hose Company No. 33.***Stationed at No. 118 Sullivan street.*

House in good order. Carriage in good condition; built in 1855, by J. H. Ludlam. Present number of men 27. 900 feet of hose, in ordinary condition. This company have, also, a hose tender, in good condition. Performs duty in the Third and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Anthony Yeoman, <i>Foreman</i>	1820	Clerk . . . . .	190 Prince street.
Chas. H. Knight, <i>Assistant</i>	1874	Merchant . . . . .	118 Sullivan street.
John Stoothof, <i>Secretary</i>	3932	Clerk . . . . .	21 Downing street.
Charles W. Travers . . . . .	1833	Boiler-maker . . . . .	118 Sullivan street.
Charles N. Yeoman . . . . .	2202	Silver-plater . . . . .	do.
James T. Craft . . . . .	2597	Cartman . . . . .	do.
Charles L. Smith . . . . .	1764	Confidential Clk . . . . .	do.
Henry C. Earle . . . . .	1723	Cartman . . . . .	do.
Thomas Harvey . . . . .	3230	Mason . . . . .	Broome and Green sts.
Henry C. Dennett . . . . .	3300	Merchant . . . . .	61 Downing street.
John L. Earle . . . . .	3352	Carpenter . . . . .	118 Sullivan street.
Richard J. Byrnes . . . . .	....	Artist . . . . .	146 Sullivan street.
Charles H. Denman . . . . .	1433	Cartman . . . . .	118 Sullivan street.
Michael B. Cox . . . . .	3776	Lamp-lighter . . . . .	98 Thompson street.
Thomas J. Brennan . . . . .	2710	Boiler-maker . . . . .	118 Sullivan street.
John G. Ferguson . . . . .	1335	Gas-fitter . . . . .	144 Sullivan street.
William Meighan . . . . .	3343	Merchant . . . . .	231 Sullivan street.
John D. Fraser . . . . .	3930	Clerk . . . . .	338 Hudson street.
Herbert Smith . . . . .	3933	Express-driver . . . . .	118 Sullivan street.
John Meighan . . . . .	....	Marble-merchant . . . . .	39 Macdougall street.
Bertrand Kettell . . . . .	....	Reporter . . . . .	118 Sullivan street.
George W. Keilly . . . . .	....	Carpenter . . . . .	198 Spring street.
Isaiah Rodgers . . . . .	....	Builder . . . . .	45 Downing street.
John H. Terhune . . . . .	....	Mason . . . . .	712 Greenwich street.
Peter Keenan . . . . .	....	Upholsterer . . . . .	137 Sullivan street.
Wm. H. Losee . . . . .	....	Coach-painter . . . . .	147 Sullivan street.
Alfred N. Whitehouse . . . . .	....	Printer . . . . .	8 Sixth avenue.

Henry C. Dennett and Michael B. Cox, *Representatives.*

### Lafayette Hose Company, No. 34.

*Stationed at No. 211 East Eleventh street.*

House in good order. Carriage in good condition; formerly used by Hose Company No. 15. Present number of men 15. 900 feet of hose, in ordinary condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Irwin, <i>Foreman</i> ....	2968	Coppersmith ...	211 East 11th street.
James Ngent, <i>Assistant</i> ...	2319	Saw-maker .....	do.
Mich'l J. Dunn, <i>Secretary</i> ...	337	Painter .....	370 Tenth street.
William Thompson .....	1347	Ship-joiner .....	211 East 11th street.
Thomas Biglin .....	3276	Boiler-maker ...	do.
Patrick Gibney .....	734	Glass-cutter ...	215 East 11th street.
William Kerr .....	3552	Boiler-maker ...	313 East 12th street.
Francis D. Thorne .....	2720	Painter .....	231 East 17th street.
Francis Commiskey .....	3582	Boiler-maker ...	211 East 11th street.
Peter Murphy .....	2024	Monlder .....	171 Avenue B.
James Commiskey .....	1962	Ship-joiner .....	211 East 11th street.*
James Hurley .....	854	Stone-cutter....	do.
William Flinter .....	3307	Boiler-maker ...	218 East 11th street.
Robert Williamson .....	3540	Plumber .....	377 Ninth street.
John Stewart .....	.....	Boiler-maker ...	211 East 11th street.

Daniel Nolan and Patrick Gibney, *Representatives*.

**Baltic Hose Company, No. 35.***Stationed at No. 199 Mercer street.*

House in good order. Carriage in good condition; built in 1854, by Pine & Hartshorn. Present number of men 18. 900 feet of hose, in ordinary condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James H. Bell, <i>Foreman.</i>	2781	Stair-builder ...	256 Spring street.
J. Youngs, <i>Assistant &amp; Sec'y</i>	3538	Printer.....	215 Varick street.
John Bell .....	1838	Carpenter .....	256 Spring street.
Hugh Curry .....	35	Upholsterer ...	162 Sixth avenue.
Adam Herman.....	1877	Boot-maker ...	168 Wooster street.
C. P. White .....	1869	Silver-smith....	148 Sullivan street.
John Slater.....	1875	Cartman .....	167 Amos street.
Andrew Ker.....	3430	Express-man ...	16 Gay street.
Daniel McCafferty .....	1400	Clerk .....	230 Bowery.
William White.....	3890	Butcher .....	8 Laurens street.
Edmond Louprete.....	2373	Grainer.....	217 Wooster street.
John Harrington .....	1026	Locksmith .....	Sixth avenue.
Henry Payne .....	3542	Engineer .....	268 East 22d street.
John G. Taylor .....	3571	Cartman .....	549 Houston street.
John Linnher .....	3057	Jeweler.....	577 Broadway.
H. N. Ryder.....	....	Letter-carrier...	215 Varick street.
A. Van Arsdale .....	....	Cartman .....	444 West street.
Daniel Coogan.....	....	Harness-maker..	West 13th street.

Hugh Curry and Danl. McCafferty, *Representatives.*



**Oceana Hose Company No. 36.***Stationed at No. 205 Madison street.*

House in good order. Carriage in good condition; built in 1856, by J. H. Sickels. Present number of men 26. 900 feet of hose, in good condition. This company have, also, a hose tender in good order. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Buck, <i>Foreman</i> ....	2265	Accountant ....	299 Henry street.
John H. Fowler, <i>Assistant</i>	2318	do ....	23 Norfolk street.
Campbell C. Livings, <i>Sec'y</i>	1773	do ....	71 Hester street.
Wm. T. Johnson.....	1771	Merchant .....	10 Norfolk street.
Geo. W. Hunter.....	3386	Accountant....	179 Henry street.
Geo. W. Willis.....	3600	Merchant .....	14 Ludlow street.
Wm. A. Waydell.....	3661	do .....	20 Bayard street.
Adolphus F. Pohle.....	3660	Accountant....	128 Essex street.
Augustus Rutzer .....	3609	do ....	122 Delancey street.
T. Frederic Thomas .....	3654	Merchant.....	99 East Broadway.
John D. Welch, Jr.....	3622	Builder.....	69 Hester street.
George S. Miller.....	2836	do .....	183 Tenth street.
Thomas Wilmore .....	2664	Accountant ....	26 Jefferson street.
A. F. Westcott .....	2677	Express .....	302 Madison street.
C. George Ladd .....	2718	Accountant ....	123 Henry street.
Silas D. Benson .....	....	do ....	61 East Broadway.
Walter O. Woodford....	....	do ....	140 Madison street.
Abraham F. Fowler ....	....	do ....	23 Norfolk street.
Philip A. Dougherty....	....	Publican .....	19 Pike street.
Elias T. Abberley .....	....	Painter .....	19 Suffolk street.
Wm. H. Stodart.....	....	Clerk .....	46 White street.
Thomas H. Wood .....	....	do .....	23 Pike street.
James F. Bull.....	....	do .....	46 White street.
Oliver W. Chrystie .....	....	do .....	do.
William D. Bowers .....	....	do .....	586 Broome street.
Albert G. Weed .....	....	do .....	213 Chrystie street.

T. F. Thomas and A. F. Westcott, *Representatives.*

**Madison Hose Company, No. 37.***Stationed at No. 1006 Broadway.*

House in good order, but too small. Carriage ordinary; built in 1855, by J. H. Sickels. Present number of men 18. 900 feet of hose, in ordinary condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
S. V. Woolley, <i>Foreman</i> ..	2069	Carpenter .....	127 West 28th street.
Lewis Clew, <i>Assistant</i> ....	2109	Marble-cutter ..	95 West 33d street.
P.J. McGunnigle, <i>Secretary</i> ....		Locksmith .....	398 Sixth avenue.
John T. Summers .....		Bell-hanger ....	1006 Broadway.
Rudolph Fisher .....	3613	Chair-maker ....	272 Seventh avenue.
William T. Holmes .....	2157	Carpenter .....	125 West 33d street.
Edward Harrison .....	3451	Varnisher .....	273 Seventh avenue.
Andrew O'Brien .....	2810	Mat-maker .....	296 Seventh avenue.
George Funk .....	3225	Carpenter .....	294 Seventh avenue.
Philip Hafner .....	3293	Cartman .....	254 West 36th street.
Archibald D. Stuart ....	3863	Carpenter .....	337 Ninth avenue.
Dennis Brady .....	3608	Lather .....	1006 Broadway.
Edward Doughty .....	3971	Iceman .....	125 West 29th street.
Patrick O'Brien .....	3173	Mat-maker .....	296 Seventh avenue.
Patrick Coyle .....		Painter .....	130 West 33d street.
James Ray .....		Express-driver ..	304 Seventh avenue.
John Murphy .....		Iron railing .....	322 Seventh avenue.
Patrick J. McEntee .....		Coach-painter ..	127 West 29th street.

Simon V. Woolley and John T. Summers, *Representatives.*

**Amity Hose Company, No. 38.***Stationed at No. 132 Amity street.*

House in good order. Carriage ordinary; new carriage now building by Jos. Pine. Present number of men 18. 1000 feet of hose, all of which is good. This company have a valuable and elegant carriage, which they own themselves. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
I. M. Barnby, <i>Foreman</i> ..	2594	Clerk .....	43 West 12th street.
C. E. Fleming, <i>Assistant</i> .	2386	Gentleman .....	110 Greene street.
Joshua Isaacs, <i>Secretary</i> .	2800	Clerk .....	262 Fourth street.
David D. Egan, Jr.....	656	Gentleman .....	
A. G. Montgomery, Jr...	2989	Clerk .....	122 West 16th street.
R. C. Hull.....	2240	Merchant .....	148 Thompson street.
Samuel Conover.....	3838	Clerk .....	132 Amity street.
W. H. Chavelle .....	2978	Merchant .....	do.
George L. Wright .....	3684	Clerk .....	69 Bedford street.
E. C. Mitchell.....	329	do .....	62 King street.
F. H. Bluxume.....	3846	do .....	11 Grove street.
Jos. W. Bell .....	3876	do .....	43 Greenwich avenue.
W. T. Worrall .....	3836	do .....	132 Amity street.
J. D. Wickham .....		do .....	131 West 11th street.
John E. Banks .....		do .....	105 McDougal street.
Frederick W. Bunker....		Merchant.....	140 West 24th street.
Albert A. Drake .....		Broker .....	196 West 15th street.
John F. Merriman .....		Clerk.....	14 East 28th street.

Lawrence Taylor and W. H. Chavelle, *Representatives*.

**Mohawk Hose Company, No. 39.***Stationed at No. 343 Third avenue.*

House in bad condition. Carriage ordinary; formerly used by Hose Company No. 45. Present number of men 20. 900 feet of hose, in ordinary condition. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Bern'd Gormley, <i>Foreman</i> .....		Butcher .....	442 Fourth avenue.
Philip Brennan, <i>Assistant</i> 3979		Marble-cutter ..	170 East 24th street.
Chas. D. Lamarche, <i>Sec'y</i> .....		Plumber .....	178 East 28th street.
Daniel J. Rooney.....	2155	Stone-cutter....	167 East 29th street.
William H. Tevlin.....	1877	Clerk .....	426 Third avenue.
James G. Greer .....	3943	Glass & china dlr.	101 East 29th street.
Michael A. Foley.....	2549	Butcher .....	145 East 26th street.
John Dawes .....	3881	Fish-dealer.....	392 Third avenue.
John G. Greer.....		Glass & china dlr.	382 Third avenue.
Owen Cogan.....		Plasterer .....	443 Fourth avenue.
Patrick Black.....		Plumber.....	104 East 29th street.
John McCaffery .....		Cartman .....	142 East 29th street.
John J. Tyrrell.....		Blacksmith.....	164 East 22d street.
John Johnston .....		Machinist.....	380 First avenue.
Henry Crosbey.....		Marble-polisher .	412 Third avenue.
Thomas Burns .....		Plasterer .....	192 East 34th street.
Joseph J. Twamley .....		Marble-cutter ..	143 East 29th street.
John Bracken.....		Mason .....	138 East 22d street.
Hugh H. Flanley.....		Butcher .....	341 Third avenue.
Adam Keefer .....		do .....	84 East 28th street.

Daniel Foley and Michael A. Foley, *Representatives.*

**Empire Hose Company, No. 40.***Stationed at No. 70 Barrow street.*

House in bad condition, and too small Carriage in good condition ; built in 1857, by Pine & Hartshorn. Present number of men 30. 1000 feet of hose, all of which is good. This company have, also, a hose tender, in good order. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. Evans, <i>Foreman</i> ...	964	Grate-maker ...	9 Jones street.
Thos. J. Forbes, <i>Assistant</i>	971	Silversmith ...	277 Spring street.
E. H. Brinckerhoff, <i>Sec'y</i>	965	Clerk .....	708 Washington st.
John A. Kettleman .....	....	Builder .....	690 Hudson street.
Stephen V. W. Jones...	962	Cartman .....	49 Carmine street.
Andrew Owens.....	40	Mason .....	201 West 13th street.
John H. Read .....	973	Gas-fitter.....	70 Barrow street.
James Morrow .....	979	Mason .....	146 Charles street.
William C. Rogers.....	880	Cartman .....	80 Barrow street.
Joseph Meeks.....	1192	Mason .....	146 Charles street.
Clarence A. Burtis ....	1542	Painter.....	34 Morton street.
Charles T. Atkinson ....	2782	Mason .....	778 Washington st.
Alexander Kimburgh ...	3847	Cartman.....	70 Barrow street.
Abraham W. Puls .....	1800	Clerk.....	104 King street.
Charles L. Gowdey .....	3925	Express-man ..	117 Hammond street.
George Furlong .....	1974	Painter .....	31 Commerce street.
James McDermott .....	1440	Grate-maker....	77 Bedford street.
Andrew Bleakley .....	3040	Clerk .....	48 Hammersly street.
Charles A. Hilliker .....	3840	Jeweler.....	8 King street.
Jamas Warnock.....	3240	Hatter .....	59 Grand street.
John L. Cregier.....	2940	Clerk .....	51 Morton street.
Samuel S. Coles .....	4000	Cartman .....	55 Greenwich avenue.
Abraham R. Auten.....	2955	Clerk .....	169 West 10th street.
Theodore West.....	2895	Painter .....	93 Fourth street.
John J. Evans .....	3963	Grate-maker ...	9 Jones street.
Thomas R. McDermott..	2540	Tinsmith .....	77 Bedford street.
Warren Chapman, Jr....	....	Clerk .....	509 Hudson street.
Edward Barlow, Jr.....	....	do .....	471 Hudson street.
Montgomery Maze.....	....	do .....	146 Charles street.
Charles P. Buckley .....	....	Lawyer.....	11 Stanton street.

Jas. L. Miller and John A. Kettleman, *Representatives.*

**Alert Hose Company, No. 41.***Stationed at No. 67 Watt street.*

House in ordinary condition, and too small. Carriage in bad condition, needs rebuilding; built in 1853, by Pine & Hartshorn. Present number of men 20. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good order. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Kelly, <i>Foreman</i> ...	1029	Ship-joiner .....	28 Renwick street.
Nichs. Mulhall, <i>Assistant</i> ...	1033	Baker .....	32 Vestry street.
Saml. W. Webb, <i>Secretary</i> ...	600	Clerk .....	5 Desbrosses street.
Robert Stamp.....	2499	Coppersmith ...	457 Greenwich avenue.
William Stoker.....	3441	Cartman.....	420 Greenwich street.
William Valler.....	1055	Printer .....	35 Walker street.
Hugh Crayton .....	3414	Boiler-maker ...	504 Canal street.
John McCarty .....	2541	Cartman .....	510 Canal street.
Wm. J. Logan .....	....	Butcher .....	26 Clark street.
William Read.....	....	do .....	36 Vandam street.
Henry Smith.....	....	Stone-cutter....	37 Crosby street.
Alex. Logan .....	2641	Harness-maker..	28 Renwick street.
Gilbert J. Orr.....	2768	Machinist.....	49 King street.
Thomas Brennen.....	....	Gold-beater ...	42 Watt street.
William Walsh.....	....	Inspector .....	450 Greenwich street.
Oscar Pesoa .....	2651	Printer.....	49 Greenwich avenue.
George W. Bird.....	....	Cartman .....	6 Grand street.
Wm. H. Bradshaw.....	....	Boatbuilder ...	103 Charlton street.
Jacob Ancr.....	....	Cooper .....	88 Charlton street.
James Brown .....	....	Cartman .....	34 Watt street.

**James Barmore and H. Crayton, Representatives.**

**Mazeppa Hose Company, No. 42.***Stationed at No. 286 West Thirty-third street.*

House in good order. No carriage, at present doing duty with a hose tender. Present number of men 30. 900 feet of hose, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Lee, <i>Foreman</i> .....	2002	Machinist.....	255 West 37th street.
John Coyle, <i>Assistant</i> ....	1047	Clerk .....	294 West 33d street.
Henry Brice, <i>Secretary</i> ...	2422	Mason .....	291 West 37th street.
William H. Edwards....	455	Butcher.....	365 Ninth avenue.
George Bollacker.....	1038	Clerk .....	473 Ninth avenue.
Adam Mouligan.....	1048	Cabinet-maker..	488 Ninth avenue.
William Bollacker .....	2003	Plumber .....	248 West 39th street.
John Gorey.....	1046	Carpenter .....	232 West 36th street.
Lawrence Austin .....	2673	Mason .....	236 West 39th street.
Henry Cosley .....	1812	Butcher .....	383 Ninth avenue.
James Glover .....	3812	Mason .....	216 West 43d street.
Christopher Bath .....	3817	Plumber .....	311 West 33d street.
Clement C. Gatfield ....	2036	Mason .....	264 West 37th street.
George Haller.....	3251	Carpenter .....	266 West 38th street.
Benjamin Van Scriber...	424	Clerk .....	178 West 30th street.
William McLaughlin....	3965	Contractor.....	302 West 33d street.
Thomas F. Mitchell.....	2244	Painter .....	292 West 37th street.
Ferdinand A. Glaentzer..	3142	Silversmith ....	9 Hudson Place.
Patrick Casey.....	2639	Mason .....	248 West 32d street.
Charles Brice .....	...	Gold-beater ....	350 Tenth avenue.
Jacob Wertz.....	...	Cartman.....	473 Ninth avenue.
Jacob Brien .....	...	Polisher .....	227 West 37th street.
Adam Meyers.....	3907	Carpenter .....	230 West 37th street.
John Brown .....	...	Collector .....	45th st. and 9th av.
William Doyle .....	...	Stone-cutter....	350 Tenth avenue.
Michael Darcy .....	...	Boiler-maker ...	290 West 32d street.
John Kneale.....	...	Blacksmith ....	280 West 31st street.
William Tims .....	...	Butcher .....	365 Ninth avenue.
Michael Ott.....	...	Porter .....	501 Ninth avenue.
Jacob Yonngs.....	...	Mason .....	218 West 43d street.

Geo. Bollacker and Adam Mouligan, *Representatives.*

**Pioneer Hose Company, No. 43.**

*Stationed in Third avenue, near One hundred and twenty-first street.*

House in bad condition. Carriage in good condition; built in 1851, by Pine & Hartshorn. Present number of men 27. 900 feet of hose. in ordinary condition. Performs duty in Harlem and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. R. Farrington, <i>Foreman</i>	1052	Constable.....	127th st., 5th & 6th av.
Steph. C. Still, <i>Assistant</i>	1058	Moulder.....	128th st., 4th & 5th av.
Wm. H. Raynor, <i>Secretary</i>	3383	Clerk.....	120th st. & 3d avenue.
James G. Cummings.....	943	Boot-maker....	117th st. & 3d avenue.
Samuel A. Morrison.....	1059	Bell-ringer....	126th st., 3d & 4th av.
William Taylor.....	1061	Carpenter.....	122d st. 2d & 3d av.
William F. Griffiths.....	3289	Clerk.....	129th st. 3d & 4th av.
Henry Westervelt.....	3459	Moulder.....	124th st. & 3d avenue.
John R. Cromwell.....	3375	Blacksmith.....	119th st., 2d avenue.
Charles A. Green.....	3921	Carpenter.....	125th st. & 4th avenue.
John S. Austin.....	2121	Contractor.....	109th st., 3d avenue.
James Montgomery.....	3374	Painter.....	116th st., 3d avenue.
Joseph S. Dewey, Jr....	3527	Clerk.....	123d st., 2d & 3d av.
John Wilson.....	1016	Coach-trimmer..	120th st., 3d avenue.
John Rabould.....	3502	Wire-weaver...	117th st., 3d avenue.
William G. Wood.....	3416	Clerk.....	do.
George Truax.....	3402	Carpenter.....	121st st. & 3d avenue.
John Force.....	3294	do.....	116th st. & 3d avenue.
John W. Gundrie.....	3460	Clerk.....	121st st., 3d & 4th av.
Thomas Bailey.....	.....	Plumber.....	116th st. and 3d av.
Epenetus Doughty.....	.....	Tinsmith.....	122d st. & 3d avenue.
Geo. W. Faulkner.....	.....	Painter.....	123d st., 2d & 3d av.
Geo. W. Westervelt....	.....	Moulder.....	129th st., 4th & 5th av.
William Crawford.....	.....	Painter.....	127th st. & 3d avenue.
Samuel Hughes.....	.....	do.....	121st st. & 3d avenue.
John H. C. Thompson...	.....	Carpenter.....	126th st., 3d & 4th av.
John H. Bradbrook.....	.....	Clerk.....	3d av. & 124th street.

Charles A. Green and John S. Austin, *Representatives*.



### Washington Irving Hose Company, No. 44.

*Stationed at No. 128 West Thirty-first street.*

House in good order. No carriage; doing duty with a hose tender.  
Present number of men 22. 900 feet of hose, in ordinary condition.  
Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
George Hook, <i>Foreman</i> ..	1072	Sign-painter....	155 West 31st street.
Alex'r McNeill, <i>Assistant</i>	3052	Marble-cutter ..	111 West 31st street.
Walcott Gray, <i>Secretary</i> .	3378	Clerk.....	190 West 25th street.
Bernard Cregan .....	1064	Liquors .....	280 Eighth avenue.
William Russell .....	2282	Carpenter .....	111 West 31st street.
Edward J. Ryder.....	....	Stair-builder ..	420 Eighth avenue.
Thomas Wilson .....	3475	Leather-dealer ..	493 Eighth avenue.
John Thompson .....	....	Gas-fitter .....	1070 Broadway.
Thomas Goldsprink .....	1071	Carpenter.....	258 West 27th street.
Henry E. Marsh.....	....	Sashmaker.....	111 West 31st street.
Robert Coburn.....	2636	Painter .....	do.
Arnold Van Hayan.....	3274	Marble-cutter ..	147 West 31st street.
James Gilchrist.....	1558	Engineer .....	176 West 31st street.
Charles Mackey .....	441	Cartman .....	90 West 19th street.
George Campbell .....	2660	Marble-cutter ..	408 Eighth avenue.
Robert Blair.....	3144	do .....	339 Eighth avenue.
John Hines.....	845	Cartman.....	347 Seventh avenue.
Wm. J. McNiell .....	....	Painter.....	111 West 31st street.
John Ridgway .....	....	Sash and blinds.	444 Eighth avenue.
Joseph Muler .....	....	Blacksmith ....	121 West 28th street.
Edward C. Frame .....	....	Marble-cutter ..	90 West 35th street.
Joseph Blair.....	....	do .....	339 Eighth avenue.

William Russell and Edward J. Ryder, *Representatives*.

## Valley Forge Hose Company, No. 46.

*Stationed at No. 138 West 37th street, between 7th and 8th avenues.*

House in good order. Carriage in good condition; built in 1856, by J. H. Sickels. Present number of men 27. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Edwd. L. Cobb, <i>Foreman</i> .	1098	Clerk .....	736 Eighth avenue.
Jonas A. Bryant, <i>Assistant</i>	46	Restaurant....	501 Eighth avenue.
Fras. E. Skelding, <i>Sec'y</i> .	2697	Clerk .....	65 West 37th street.
John Cross .....	1087	Merchant .....	465 Ninth avenue.
Wm. W. Jacobus.....	1091	Wood mouldings	210 West 37th street.
Henry G. Coggeshall, Jr.	2635	Clerk .....	68 West 34th street.
James Millward, Jr. ....	1111	Wood mouldings	188 West 31st street.
Alfred T. Serrell.....	1088	do ..	147 West 42d street.
John H. Warren .....	1092	Carpenter .....	140 West 36th street.
James W. Weight .....	1093	Tinsmith .....	423 Ninth avenue.
John W. Jones .....	1095	Pianoforte mkr..	436 Eighth avenue.
Robert Smith .....	1100	Builder .....	110 West 34th street.
Abel M. Conklin .....	1152	Druggist .....	68 West 34th street.
James H. Finch .....	1096	Sash-maker ...	210 West 37th street.
Edward Lane .....	1090	Druggist .....	253 West 43d street.
J. Elias Whitehead .....	3277	Teacher .....	163 West 37th street.
John L. Rockwell .....	1392	Machinist.....	199 West 37th street.
Daniel Lovejoy .....	1799	Gold-pen manuf.	187 West 42d street.
George A. Nurse .....	672	Express .....	69 West 49th street.
George W. Griffen.....	1858	Pianoforte mkr..	80 West 26th street.
James W. Van Norden..	446	Clerk .....	45 West 36th street.
Alfred S. Spaulding .....	....	Merchant .....	228 West 31st street.
George M. Githens .....	....	Marble-cutter ..	172 West 38th street.
Valentine Stratton.....	....	Merchant.....	430 Eighth avenue.
James E. Corwin.....	....	Clerk.....	508 Eighth avenue.
James Wood.....	....	Carpenter .....	40th st. and B'way.
James T. Wilson .....	....	Merchant .....	126 West 34th street.

William W. Jacobus and H. G. Coggeshall, Jr., *Representatives.*

**Mechanics' Hose Company, No. 47.***Stationed at No. 707 Fourth street.*

House ordinary. Carriage in good condition; built in 1856, by Torboss & Co. Present number of men 27. 900 feet of hose, in good condition. This company have, also, a hose tender, in ordinary condition. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John J. Whyte, <i>Foreman</i> .	3789	Pianoforte-m'r..	259 Sixth street.
Daniel Kelly, <i>Assistant</i> ...	2647	Mason .....	394 Ninth street.
S. H. Hayles, <i>Secretary</i> .	1747	Shipsmith .....	320 Ninth street.
Cornelius N. Rice .....	1103	Varnisher & pol'r	679 Fourth street.
William H. Ganong.....	2479	Carpenter.....	684 Fourth street.
John Quigg.....	1105	Artist.....	168 Sixth street.
Peter Onsterman .....	1114	Painter. ....	257 Sixth street.
Thomas M. Rockwell....	3875	Cartman .....	702 Fourth street.
Samuel Lynch. ....	1617	Carpenter .....	168 Sixth street.
Robert W. Welsh .....	322	Ship-carpenter..	679 Fourth street.
Harvey M. Weed.....	3239	Ship-joiner.....	36 Avenue D.
George W. Wilbur .....	827	Nail-maker ....	do.
William H. Miller.....	....	Printer.....	122 Columbia street.
Thomas Keating .....	....	Gold-beater ....	do.
John Breidenbeck .....	....	Tobacconist....	704 Fourth street.
John H. Grady .....	....	Boiler-maker ...	645 Fourth street.
William De Noille.....	....	Gas-fitter .....	126 Avenue C.
John L. Lambert .....	3657	Ship-joiner.....	225 Lewis street.
Andrew E. Pritchard ...	3686	Machinist.....	130 Columbia street.
William H. Jones .....	....	Moulder .....	254 Sixth street.
Thomas W. Bolas.....	3649	File-cutter .....	58 Cannon street.
Lyman S. Green.....	2210	Cartman.....	694 Fourth street.
John B. Carpenter.....	....	Calker .....	315 Fifth street.
William B. Allen.....	....	Ship-joiner.....	320 Third street.
Chas. B. Vermilyea .....	....	Carpenter.....	29 Avenue D.
Joseph Radley .....	....	do .....	123 Sheriff street.
William A. Nelson .....	....	do .....	361 Sixth street.

John Quigg and S. H. Hayles, *Representatives*.

**Americus Hose Company, No. 48.**

*Stationed in 85th street, between 2d and 3d avenues.*

House in ordinary condition, and too small. Carriage in good condition; built in 1856, by Pine & Hartshorn. Present number of men 22. 900 feet of hose, in ordinary condition. Performs duty in Yorkville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
S. W. Valentine, <i>Foreman</i>	1124	Fish-merchant..	88th st., 3d & 4th av.
John C. Post, <i>Assistant</i> ..	1126	Mason .....	84th st., 3d & 4th av.
John H. Moss, <i>Secretary</i> .	3105	Contractor.....	84th st., 1st av. & av. A.
Benjamin Pine .....	1120	Blacksmith ....	3d av. 60th & 61st st.
Julius Cammerer .....	3010	Cap-trimmer ...	80th st., 3d & 4th av.
John W. Kennedy .....	1220	Baker .....	3d av., 84th & 85th st.
Roderick Fraser.....	1123	Carpenter .....	3d av., 85th & 86th st.
Napthali Hart .....	1125	Clerk .....	2d av., 82d & 83d st.
William H. Eustace ...	2328	do .....	88th st., 3d & 4th av.
Edward Wright .....	1487	Carpenter .....	84th st. 3d & 4th av.
William Collins .....	3594	Boiler-maker ...	84th st. 3d & 4th av.
Enoch Halloway.....	3623	Express .....	3d avenue and 85th st.
John Cook .....	3562	Mason .....	80th st., 3d & 4th av.
John Denham.....	3760	Machinist.....	86th st., 3d & 4th av.
Charles C. Smith .....	3948	Coach-trimmer..	82d st., 2d & 3d av.
James Judd.....	948	File-cutter ....	88th st., 3d & 4th av.
Paul J. Chappell.....	....	Clerk .....	do.
William H. Marshall....	3989	Agent .....	90th st., 3d & 4th av
James J. Gilmore .....	....	Clerk .....	82d st., 2d & 3d av.
Daniel H. Griffith .....	....	Carriage-maker .	84th st. and 2d av.
James M. Reed .....	....	Carver .....	85th st., 4th & 5th av.
James K. Dalton.....	....	Butcher .....	87th st., 3d & 4th av.

Julius Cammerer and Charles C. Smith, *Representatives*.

### Lady Washington Hose Company, No. 49.

*Stationed at No. 126 Cedar street.*

House ordinary. Carriage in good condition; built in 1852, by Pine & Hartshorn—rebuilt by same in 1857, (owned by the company.) At present doing duty with a hose tender. Present number of men 11. 900 feet of hose, in ordinary condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jacob L. Smith, <i>Foreman</i>	....	Merchant .....	1 Broadway.
Jas. McCerron, <i>Assistant</i>	949	Machinist .....	3 Morris street.
Joseph Conner, <i>Secretary</i>	1970	Sail-maker .....	15 West street.
Augustus Fengado .....	2609	Liquor-dealer...	393 Greenwich street.
Ferdinand Kreuder .....	899	Merchant .....	50 Greenwich street.
James Howard .....	3766	Cabinet-maker..	123 Cedar street.
Henry Hartye .....	731	Grocer .....	153 Washington st.
John F. Culligen .....	3882	Music .....	107 Greenwich street.
James Duffy .....	3210	Agent .....	3 Morris street.
Cornelius Flynn .....	2450	Boatman .....	151 Cedar street.
Charles Kreuder .....	898	Drygoods .....	8 Carlisle street.

Augustus Fengado and Ferdinand Kreuder, *Representatives*.

**Hope Hose Company, No. 50.***Stationed at No. 10½ Mott street.*

Honse in good order. Carriage in good condition; built in 1854, by Pine & Hartshorn. Present number of men 30. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Feeney, <i>Foreman</i> ..	1127	Carpenter.....	46 Chrystic street.
Michael Brophy, <i>Assistant</i>	1831	Brass-finisher...	520 Pearl street.
Peter H. Keelan, <i>Secretary</i>	2982	Silver-smith....	486 Pearl street.
James Elliott .....	1138	Merchant.....	79 Sullivan street.
Michael McFadden.....	1133	Hatter.....	49 Mott street.
John Harrison .....	1134	Calker .....	24 City-Hall place.
Sylvester W. Pearsall ...	1135	Japanner .....	33½ Division street.
James Garvey.....	1140	Plumber.....	15 City-Hall place.
Thomas McManus .....	1139	Saw-maker .....	526 Pearl street.
Mathew Ellis.....	1132	Baker .....	39 Mott street.
Patrick Boyle.....	2726	Printer.....	28 City-Hall place.
Mathew Stewart.....	1352	Stereotyper ...	15 City-Hall place.
Thomas Green.....	2521	Hostler.....	145 Hester street.
William Osborne .....	2396	Cooper .....	116 Centre street.
Robert P. Carroll.....	3421	Fruit merchant..	63 Mulberry street.
Thomas Haley .....	1498	Carpenter .....	53 Mulberry street.
John McCue.....	3861	Picture-frames..	160 Leonard street.
Dennis Coppers.....	2249	Gas-fitter .....	500 Pearl street.
Edward Henry .....	2429	Merchant.....	472 Pearl street.
Lawrence Langan.....	1044	Bricklayer .....	15 City-Hall place.
John J. Collins.....	1078	Broker .....	77½ Roosevelt street.
James Tucker.....	1750	Merchant .....	52 Catharine street.
Mathew F. Smith .....	....	Compositor ...	86 Bayard street.
James McCann.....	....	Saw-maker.....	52 Catharine street.
John Rouse.....	....	Clerk .....	11 Elm street.
James R. Lawrence.....	....	Builder.....	do.
Daniel Ward.....	3675	Hardware-mer..	60 Centre street.
Michael Conway.....	3653	Gas-fitter .....	495 Pearl street.
John McGnire .....	....	Stereotyper ...	481 Pearl street.
Patrick Byrne .....	....	Saw-maker.....	52 Catharine street.

James Garvey and James Tucker, *Representatives.*

**Relief Hose Company, No. 51.***Stationed at No. 106 East Fiftieth street.*

House ordinary. Carriage in good condition; built in 1854, by Pine & Hartshorn. Present number of men 21. 900 feet of hose, in ordinary condition. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Rourke, <i>Foreman</i> ..	1271	Bar-tender .....	725 Third avenue.
John E. Flagler, <i>Assistant</i>	2748	Clerk.....	46th st. and 2d av.
Charles Wight, <i>Secretary</i> . ....		Feed .....	40th st. and 3d av.
Christian Gayheardt .....		Milkman .....	49th st., near 3d av.
Thomas Harrison .....		Carriage-painter.	51st st., near 3d av.
Maurice Quinlan.....	2020	Carpenter .....	57th st., near 2d av.
Patrick Donnolly.....		Mason .....	53d st., near 3d av.
James Sinclair .....		Teamster .....	50th st. and 3d av.
Michael Young.....	1851	Harness-maker..	719 Third avenue.
Edward Tyrall .....	154	Blacksmith ....	48th st., near 2d av.
Adam Ray .....		do .....	50th st. and 3d av.
James Barry.....		Cartman .....	47th st., near 3d av.
James Butler.....		Butcher .....	733 Third avenue.
Joseph Harrison.....		Clay-maker ....	46th st. and 1st av.
F. Macdonough .....		Clerk .....	3d av., 45th & 46th st.
John Castel.....		Cartman .....	47th st. and 1st av.
Jonas G. Woodcock.....		Butcher .....	51st st., near 3d av.
John A. Dwyer .....		Painter .....	3d av., 40th & 41st st.
Ferdinand Denecke .....		Cordwainer.....	51st st. and 2d av.
George W. Gastlin.....		Brewer .....	55th st. and 3d av.
John A. Thompson .....		Clerk .....	42d st. and 3d av.

Patrick Donnolly and John Rourke, *Representatives*.

## Undine Hose Company No. 52.

*Stationed in 122d street, near Third avenue.*

House in good condition. Carriage in good condition; built in 1856, by Pine & Hartshorn. Present number of men, 19. 1000 feet of hemp hose, in ordinary condition. Performs duty in Harlem and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
G. H. E. Lynch, <i>Foreman</i>	52	Clerk . . . . .	125th st., 1st & 2d avs.
J. A. McCosker, <i>Assistant</i>	1188	Gentleman . . .	121st st. and Av. A.
A. M. Macdonald, <i>Sec'y</i> . .	3255	Clerk . . . . .	125th st. and 6th av.
M. E. Randell . . . . .	....	Merchant . . . . .	122d st., near 3d av.
R. Monnt Bunn . . . . .	2684	Clerk . . . . .	121st st., near 1st av.
Wm. Metcalfe . . . . .	2602	do . . . . .	116th st., near Av. A.
Louis J. Belloni, Jr. . . . .	1184	Merchant . . . . .	117th st. and 2d av.
Jas. A. Whitlock . . . . .	1182	Adjuster . . . . .	Av. A, 120th & 121st.
Jas. J. Seaman . . . . .	1187	Clerk . . . . .	114th st. and Av. A.
Robert Belloni . . . . .	1270	Merchant . . . . .	116th st., near 2d av.
Washington McGown . . . .	2026	Clerk . . . . .	106th st. and 3d av.
Reuben M. Bunn . . . . .	2519	do . . . . .	121st st. 1st & 2d av.
John H. Porter . . . . .	1181	do . . . . .	120th st., 1st & 2d av.
Herman Mielay . . . . .	2402	Hotel . . . . .	122d st. and 3d av.
Chas. Belloni . . . . .	3152	Merchant . . . . .	116th st. and 2d av.
Martin Fox . . . . .	2582	do . . . . .	120th st. and 2d av.
Henry Siner . . . . .	3226	Gas-works . . . .	4th av., 131st & 132d.
Charles Dyer . . . . .	....	Butcher . . . . .	Harlem.
John R. Anderton . . . . .	....	Silver-plater . . .	114th st., 1st & 2d av.

Geo. H. E. Lynch and Reuben M. Bunn; *Representatives.*



### Harry Howard Hose Company No. 55.

*Stationed at No. 115 Christopher street.*

House in good order. Carriage in good condition ; built in 1855, by J. H. Sickels ; rebuilt in 1857, by William Williams. Present number of men 20. 1000 feet of hose, all of which is good. This company have, also, a hose tender in good condition. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Sl. Slingerland, <i>Foreman</i> .	1363	Builder.....	96 Grove street.
Andrew Bell, <i>Assistant</i> ..	3737	do .....	115 Christopher st.
M. Van Keuren, <i>Secretary</i>	2708	Clerk .....	758 Greenwich street.
F. R. Mott.....	55	Assay-office ....	1 Depeau row.
J. S. L. Debois.....	3988	Clerk.....	135 Hudson street.
H. R. Noyes.....	1359	Jeweler .....	115 Christopher st.
David McLeod .....	2546	Expressman ...	— Greenwich avenue.
Anthony P. Salters ....	3305	Oyster-dealer ...	78 Charles street.
A. Vredenburg.....	3366	Tax Office .....	673 Houston street,
J. A. Van Buskirk.....	3367	Merchant.....	10. Varick place.
William H. Dongan ....	3747	Cartman.....	130 West 10th street.
George W. Finch.....	3313	Clerk .....	115 Christopher st.
Gerard H. Dupont .....	558	Merchant .....	do.
C. Van Antwerp.....	555	Cartman .....	do.
Frederick Hall.....	2554	Engineer .....	do.
Edward Bell .....	505	Cooper .....	do.
Charles Bock .....	3111	Trunk-maker ...	111 Christopher st.
Peter Gormly .....	....	Clerk .....	73 Fourth street.
Walter Dongan .....	....	Cartman .....	90½ Perry street.
William W. Gage .....	....	Express .....	135 Amity street.

A. Vredenburg and George W. Finch, *Representatives*.

**Nassau Hose Company, No. 56.***Stationed at No. 8 Theatre alley.*

House temporary. Carriage in good condition, rebuilt in 1859, by Wm. Williams. Present number of men 15. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Thomas Downey, <i>Foreman</i>	2222	Printer .....	135 Clinton street.
James Corriston, <i>Assistant</i>	953	Fish-dealer ....	53 Roosevelt street.
T. Callahan, <i>Secretary</i> ...	2814	Folder .....	8 Theatre alley.
James Whalen .....	1933	Mailer .....	36 East Broadway.
Patrick McGuirk .....	1935	Store-keeper ....	91 Bayard street.
Charles W. Ellis .....	511	Paper-dealer ...	1 Monroe street.
Henry Valentine .....	2556	Printer .....	8 Theatre alley.
John Moore .....	256	do .....	56 Leonard street.
James Garens .....	566	do .....	8 Theatre alley.
Michael Burke .....	3290	Blacksmith ....	do.
Alexander Wilson .....	....	Printer .....	135 Clinton street.
Patrick McHugh .....	....	Store-keeper ...	151 Fulton street.
Henry S. McMurrin ....	2256	Clerk .....	8 Theatre alley.
John R. Reid .....	....	Constable .....	117 Nassau street.
Joseph B. Hawkins .....	....	Restaurant .....	106 Nassau street.

James Whalen and P. McHugh, *Representatives.*

**Paulding Hose Company, No. 57.***Stationed at No. 189 West Eighteenth street.*

House in good condition. Carriage in good condition; built in 1854, by Pine & Hartshorn. Present number of men 30. 900 feet of hose, in good condition. Performs duty in the Second and Third Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John J. Reed, <i>Foreman</i> ..	2079	Printer .....	165 West 18th street.
Samuel Moore, <i>Assistant</i> .	3458	Cooper .....	212 West 18th street.
Henry F. Dodez, <i>Secretary</i>	552	Clerk .....	164 West 18th street.
Thomas Campbell .....	1370	Painter .....	158 Eighth avenue.
Adrian Graff, Jr. ....	57	House-agent ...	270 West 18th street.
James Burtis .....	1368	Gold-beater ....	207 West 16th street.
Peter P. Ackerman ....	1375	Cartman .....	140 West 20th street.
Joseph Matt .....	1379	Safe-maker .....	164 West 18th street.
John Henry Pullis .....	1376	Painter .....	173 West 18th street.
Alexander Gray .....	1380	Millwright .....	166 West 18th street.
James McAfee .....	2259	Carpenter's join.	128 Eighth avenue.
James McCutcheon .....	2443	Cartman .....	183 West 19th street.
George J. Armstrong ...	2227	Turner .....	172 West 18th street.
Michael Lamy .....	2022	Tinsmith .....	133 West 16th street.
James M. Barber .....	3636	Ice-dealer .....	115 Hammond street.
John T. Phillips .....	3665	Gas-fitter .....	195 West 15th street.
Albert H. Gearing .....	2657	Spring-cott man.	242 West 17th street.
Mortimer Selkirk .....	510	Carpenter .....	168 West 18th street.
James Conklin .....	2857	do .....	do.
John Shrine .....	...	Painter .....	207 West 16th street.
Henry Arnot .....	...	Stair-builder ...	175 West 28th street.
Hosea Douglass .....	...	Gilder .....	110 Eighth avenue.
Robert Williams .....	...	Carpenter .....	176 West 20th street.
Henry McDermott .....	...	Builder .....	203 West 17th street.
Robert C. Silvey .....	...	Cartman .....	144 West 16th street.
John W. Lockwood .....	...	Restaurant .....	8th av. cor. 18th st.
William S. Smith .....	...	Stair-builder ...	148 West 18th street.
Henry J. Potter .....	...	Letter-carrier ...	220 West 17th street.
Geo. W. Smith .....	...	Restaurant .....	211 Eighth avenue.
Gilliam Ryerson .....	...	Cartman .....	141 West 18th street.

*James McAfee and James McCutcheon, Representatives.*

**Forrest Hose Company, No. 58.***Stationed at No. 18 Burling slip.*

House in good condition. Carriage in ordinary condition. Present number of men 27. 900 feet of hose, in ordinary condition. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Wm. Buckley, <i>Foreman</i> ..	2913	Private watch..	229 Water street.
Michl. Murray, <i>Assistant</i> ..	2920	Marketman ....	do.
James Henry, <i>Secretary</i> ..	3248	do ....	119 Beekman street.
William C. Church.....	2434	do ....	22 Peck slip.
William H. Bulteel.....	125	Bookbinder....	135 Fulton street.
Cornelius Downey .....	2915	Marketman ....	229 Water street.
William H. Baker.....	2916	do ....	119 Beekman street.
James McKay ..?	2912	do ....	do.
James Sullivan.....	2932	do ....	do.
Frederick T. May .....	2922	do ....	do.
John Donhue.....	2921	do ....	do.
Richard Wilson .....	2933	do ....	31 Monroe street.
Thomas Lightfoot.....	3066	do ....	229 Water street.
John Pettit.....	3474	do ....	119 Beekman street.
Patrick Rogers.....	3782	Boatman .....	do.
John Macnamara .....	3759	Marketman ....	do.
Patrick H. O'Neill ....	391	do ....	do.
James Russell.....	989	do ....	229 Water street.
John Burke.....	1581	Storekeeper ....	8 Depeyster street.
James E. Stouthoff ....	2586	Marketman ....	119 Beekman street.
Charles Sherar .....	....	do ....	229 Water street.
Benjamin Self.....	....	do ....	82 Frankfort street.
Charles Campana.....	....	Fruit .....	305 Pearl street.
Charles Briggs .....	2161	Marketman ....	do.
John T. Dougherty .....	....	Fruit .....	119 Beekman street.
Charles B. Holder .....	....	Marketman ....	do.
William Orford.....	....	Fruit-dealer....	6 Peck slip.

William H. Bulteel and Cornelius Downey, *Representatives*.

### Ion Hose Company, No. 59.

*Stationed between Tenth and Eleventh avenues, Manhattanville.*

House temporary. Carriage ordinary; formerly used by Hose Company No. 42. Present number of men 19. 900 feet of hose, in ordinary condition. Performs duty in Manhattanville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Moore, <i>Foreman</i> . . .	1226	Wheelwright . . .	Manhattanville.
James O'Meara, <i>Assistant</i> . . . .		Plasterer . . . . .	do.
James Richmond, <i>Secretary</i> . . . .	3585	Painter . . . . .	do.
Alfred Lyon . . . . .	896	Tinman . . . . .	do.
Michael Dunn . . . . .	1959	Engineer . . . . .	do.
John Lynch . . . . .	3977	Tavern-keeper . .	do.
James Pettit . . . . .		Carpenter . . . . .	do.
Patrick Sullivan . . . . .	3655	Laborer . . . . .	do.
William Kniffen . . . . .	2652	Baker . . . . .	do.
Michael Lanihan . . . . .	432	Painter . . . . .	do.
Patrick McDermott . . . . .		Bricklayer . . . .	do.
Patrick Lawler . . . . .		do . . . . .	do.
Garry Dartis . . . . .		do . . . . .	do.
William Tone . . . . .		do . . . . .	do.
Henry Sullivan . . . . .		Laborer . . . . .	do.
John Adelbeard . . . . .		Shoe-maker . . . .	do.
Terrence Sheridan . . . . .		Carpenter . . . . .	do.
Paul Schwapper . . . . .		Gardener . . . . .	do.
Joseph B. Churchill . . . . .		Clerk . . . . .	do.

*Alfred Lyon and John Lynch, Representatives.*

**M. T. Brennan Hose Company, No. 60.***Stationed at No. 12 Elm street.*

House in good condition. Carriage in good order; built in 1855, by Pine & Hartshorn. Present number of men 30. 900 feet of hose, all of which is good. This company have, also, a hose tender, in good order. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Walter Roche, <i>Foreman</i> ..	1388	Merchant .....	121 Leonard street.
Lawrence Clancy, <i>Assistant</i>	283	Clerk .....	43 Franklin street.
Charles O'Connor, <i>Sec'y</i> ..	1387	do .....	119 White street.
James McCullough .....	2101	do .....	12 Elm street.
George Pearson .....	1386	do .....	93 White street.
Michael Flynn .....	1389	Moulder .....	49 Elm street..
Edward Walsh .....	2395	Brass-finisher ...	66 Elm street.
James McGowan .....	2169	Paper agent....	118 White street.
William Higgins.....	1397	Cartman .....	86 Centre street.
John Plunkett .....	1396	Type-founder ...	133 Mulberry street.
Marcus Horbelt .....	2547	Boot-maker ....	25 Mulberry street.
Dennis Burns .....	2442	Stone-cutter....	472 Pearl street.
Morgan Jones.....	3100	Plumber .....	506 Pearl street.
Bradford Howard.....	3463	Merchant .....	108 Leonard street.
Michael Dunn.....	460	Cooper .....	12 Elm street.
John Stacom .....	650	Machinist.....	do.
Thomas A. Doran .....	680	Clerk .....	121 Leonard street.
Robert Mahon .....	....	do .....	do.
Henry Langdon .....	....	do .....	161 Elm street.
Henry B. Taylor .....	2060	Forwarder .....	12 Elm street.
Wm. S. Duke .....	1160	Broker .....	do.
Herman Pfleger .....	....	Clerk.....	do.
Robert J. Wilkinson .....	....	do .....	149 Leonard street.
Bryan Manning .....	....	Cooper .....	56 Duane street.
Edward Noonan.....	....	Gas-fitter.....	153 Elm street.
George W. Williams ....	1394	Cabinet-maker..	134 White street.
James Hogan .....	1384	Clerk.....	132 Leonard street.
James Loftus .....	....	Cooper .....	128 Leonard street.
John McCart .....	....	Clerk.....	56 Duane street.
Martin J. Keese.....	....	Brass-finisher ..	46 Franklin street.

George Pearson and Michael Flynn, *Representatives.*

**Zephyr Hose Company, No. 61.***Stationed at No. 379 Fourth avenue.*

House in good order. Carriage in good condition; rebuilt in 1858, by Wm. Williams. Present number of men 14. 900 feet of hose, in good and 100 feet in ordinary condition. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. H. Whitney, <i>Foreman</i> .	3615	Clerk .....	379 Fourth avenue.
A. I. Thomas, <i>Assistant</i> ..	3618	do .....	do.
P. C. Benjamin, <i>Secretary</i>	502	do .....	91 East 13th street.
Thomas Timpson .....	659	do .....	16 West 32d street.
Alfred R. Whitney .....	3617	do .....	379 Fourth avenue.
John T. Labagh.....	3317	do .....	4 Barrow street.
Clark W. Beach .....	617	do .....	83 West 29th street.
Robert P. Junes.....	524	do .....	239 East 10th street.
George E. S. Platt.....	1681	do .....	379 Fourth avenue.
Valentine B. Harrison...	1524	do .....	270 Sixth avenue.
George H. Beach.....	237	do .....	83 West 29th street.
Henry A. Walker.....	....	do .....	57 East 31st street.
Charles H. H. Broom ...	....	do .....	91 East 13th street.
Wm. Sneckner .....	....	do .....	317 Fourth avenue.

A. R. Whitney and G. H. Beach, *Representatives*.

**Mutual Hook and Ladder Company, No. 1.***Stationed at No. 26 Chambers street.*

House in good order, but too small. Truck in ordinary condition, built in 1848, by Pine & Hartshorn, rebuilt by same in 1851. Present number of men 20. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Geo. A. Hilton, <i>Foreman</i>	1551	Clerk .....	161 Henry street.
Wm. T. Nidds, <i>Assistant</i>	1589	Cooper .....	38 Pike street.
Wm. Brandon, <i>Secretary</i>	1565	Painter .....	117 Mott street.
Wm. J. Smith.....	763	Surveyor.....	100 Allen street.
Joseph Kirner .....	3155	Bookbinder ....	219 William street.
George Stanhope .....		Clerk .....	26 Chambers street.
Samuel Giberson .....		Ship-builder....	292 Fifth street.
David Marsh.....		do .....	448 Grand street.
William Pine .....		do .....	292 Fifth street.
Francis W. R. Class ....	1899	Printer .....	21 Mott street.
Thomas E. George.....		Clerk.....	57 Roosevelt street.
Charles H. Ball .....		Machinist.....	129 Avenue B.
Dennis Macdonald.....		Lithographer... 64	Fulton street.
James Peckham .....		Butcher .....	154 Canal street.
George Brandon.....		Sign-painter....	169 Hudson street.
Alfred Jackson.....		Clerk .....	64 Vandam street.
John P. Fitzpatrick ....		Printer.....	157 Mott street.
Garrett J. Foley .....		Clerk .....	15 Bowery.
Samuel G. Spackman....		do .....	148 Fulton street.
Michael Kellard .....		Hatter .....	52 Orchard street.

George Stanhope and George Brandon, *Representatives*.



### Chelsea Hook and Ladder Company No. 2.

*Stationed at No. 163 West Twenty-fourth street.*

House in good order, but too small. Truck in good condition, built in 1856, by J. H. Sickels. Present number of men 45. Performs duty in the Second and Third Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Stephen Mitchell, <i>Foreman</i>	1313	Paper-dealer ...	207 Eighth avenue.
James McNamee, <i>Assistant</i>	1417	Letter-carrier ...	200 West 21st street.
S. E. Hosford, <i>Secretary</i>	245	Clerk .....	186 West 39th street.
William G. Joyce .....	588	Stone-cutter....	288 West 32d street.
Augustus S. Lyon.....	1403	Cartman .....	206 West 21st street.
James Walton.....	1421	Carpenter .....	116 West 19th street.
Phillip Conley .....	1408	Cartman .....	227 West 21st street.
William Powers.....	3470	Mason .....	185 Eighth avenue.
James Callery.....	1411	Carpenter .....	194 Seventh avenue.
Henry Burnett.....	1414	Letter-carrier...	138 West 36th street.
Robert Mitchell .....	1415	Stone-cutter....	359 Eighth avenue.
John McConnell.....	....	Tinsmith .....	271 Seventh avenue.
Daniel Lascell.....	1420	Porter .....	194 Seventh avenue.
John Astin .....	1422	Stone-cutter ...	do.
John Doran.....	1424	Blacksmith ...	296 West 16th street.
George W. De Shay ...	2199	Cartman .....	145 West 28th street.
Robert McBrier .....	2876	Manufacturer ..	208 Eighth avenue.
Peter Duffy .....	2160	Mason.....	318 Seventh avenue.
William Joyce .....	2173	Stone-cutter....	288 West 32d street.
John H. Buchanan.....	1477	Hat-presser ...	78 West 18th street.
Hugh Cusick .....	1402	Plumber .....	43 Perry street.
Colen McKenzie.....	....	Stone-cutter ...	114 Eighth avenue.
Samuel Bailey .....	3227	Stair-builder ...	165 West 24th street.
John Wilkinson .....	....	Carpenter .....	194 West 24th street.
Richard Murphy .....	2046	Stone-cutter....	246 West 13th street.
James Heany .....	1644	do .....	804 Washington st.
Robert McGowan .....	217	Paper-stainer...	284 West 16th street. *

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John McGeehen .....	229	Plumber.....	264 West 16th street.
James Dunne .....	.....	Stone-cutter....	135 West 19th street.
Matthew Dugan.....	2071	do .....	284 West 27th street.
John F. Esler.....	2750	Cartman .....	173 West 21st street.
Charles Cusick.....	2348	Plasterer .....	255 West 26th street.
John McGuire .....	.....	Cartman .....	275 Tenth avenue.
Robert McBride.....	3799	do .....	145 Eighth avenue.
George Schoenfelder ...	3828	Engineer .....	229 West 36th street.
James W. Robinson ....	.....	Cartman .....	206 West 21st street.
John Brown .....	.....	Mason .....	333 West 26th street.
Mortimer A. Wright ....	3110	Clerk .....	19 Boorman place.
John Ure .....	3471	Plasterer .....	100 West 28th street.
George W. Rennie .....	.....	Coach-trimmer .	143 West 30th street.
William Johnson .....	.....	Clerk.....	169 West 26th street.
Henry Provost.....	.....	Carpenter .....	201 West 24th street.
John Rennie, Jr.....	.....	Blacksmith.....	134 West 30th street.
Wm. McClure.....	.....	Plasterer .....	246 West 40th street.
Robert Gemmell.....	.....	Carpenter .....	212 West 21st street.

Isaac G. Seixas and Wm. G. Joyce, *Representatives.*

### Phoenix Hook and Ladder Company, No. 3.

*Stationed at No. 132 Amity street.*

House in good order. Truck in good condition; built in 1856, by Pine & Hartshorn. Present number of men 22. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James Galway, <i>Foreman</i> ..	1427	Painter .....	246 Bleecker street.
Abm. Cooper, <i>Assistant</i> ..	3342	Engineer .....	306 Hudson street.
Henry See, <i>Secretary</i> ....	1870	Marble-cutter ..	246 Bleecker street.
George Coles .....	1437	Silversmith ....	1 Commerce street.
James B. Richards .....	2931	Carpenter .....	56 Barrow street.
Charles H. Phelps .....	2946	Jeweler .....	193 Sixth avenue.
John Keyser .....	1928	Builder .....	94 Troy street.
William E. Berrian .....	1426	do .....	do.
Emanuel M. O'Breight ..	1436	Barber .....	31 Sixth avenue.
John Van Winkle .....	3	Cartman .....	132 Amity street.
Calvin B. Roberts .....	1445	Metal-roofer ....	678 Greenwich street.
James Lackey .....	1446	do .....	64 Grove street.
Edward Reverett .....	3009	Metal-roofer ....	678 Greenwich street.
Henry Bush .....	3017	Stair-builder ...	124 Amity street.
Daniel Wagner .....	...	Butcher .....	7 Commerce street.
George A. Goodwin .....	2216	Upholsterer ....	13 Carmine street.
Joshua Turner .....	...	Cartman .....	27 Jones street.
Philip Voris .....	...	do .....	8 Cornelia street.
Henry F. Williams .....	...	do .....	19 Jones street.
George R. Hopkins .....	...	Clerk .....	296 Bleecker street.
James M. Hall .....	...	Store-keeper ...	158 Fourth street.
Adolph Shippert .....	...	Hair-dresser ....	— Sixth avenue.

John Keyser and C. B. Roberts, *Representatives*.

## Eagle Hook and Ladder Company, No. 4.

Stationed at No. 20 $\frac{1}{2}$  Eldridge street.

House temporary. Truck in good condition; built in 1855, by Pine & Hartshorn. Present number of men 37. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
T. W. Wilding, <i>Foreman</i> .	1450	Chair-maker . . .	35 Eldridge street.
R. H. Hawthorne, <i>Assistant</i> .	1459	Printer . . . . .	31 Catharine street.
John J. Borrás, <i>Secretary</i> .	77	.....	40 Ludlow street.
Raphael Lewenthal . . . . .	2361	Merchant . . . . .	32 $\frac{1}{2}$ Bowery.
Chas. L. Curtis . . . . .	1452	Hardware-mer . .	180 Greenwich street.
Nicholas Morris . . . . .	1447	Stevedore . . . . .	100 Eldridge street.
John Scott . . . . .	1449	Butcher . . . . .	53 Forsyth street.
John Rich . . . . .	2083	Bookbinder . . .	8 Monroe street.
Lawrence Barry . . . . .	2608	Tailor . . . . .	35 Monroe street.
Thomas Maher . . . . .	2231	Chair-maker . . .	52 Frankfort street.
Peter Kline . . . . .	....	Carpenter . . . . .	8 Roosevelt street.
John O'Brien . . . . .	3137	Gas-fitter . . . . .	40 Madison street.
Wm. Ryan . . . . .	3085	Carpenter . . . . .	55 Baxter street.
Patrick Lynch . . . . .	3080	Bookbinder . . .	5 Mulberry street.
Michael Conway . . . . .	2007	Dock-builder . . .	67 Baxter street.
Wm. F. Plumb . . . . .	3641	Carpenter . . . . .	83 Division street.
Edward Burke . . . . .	3514	Painter . . . . .	37 Eldridge street.
John J. Slowey . . . . .	1448	Calker . . . . .	73 Orchard street.
George C. Taylor . . . . .	73	Cartman . . . . .	135 Elm street.
Chas. McAlhatten . . . . .	477	Silver-plater . . .	109 Forsyth street.
John Ehlers . . . . .	465	Cartman . . . . .	36 Ludlow street.
Felix Murphy . . . . .	....	Undertaker . . .	48 James street.
John C. Burns . . . . .	2948	Butcher . . . . .	38 Forsyth street.
D. Donnelly . . . . .	....	Chairmaker . . .	93 Willett street.
John C. Halligan . . . . .	3532	Penman . . . . .	308 Rivington street.
Matthew Davis . . . . .	3524	Telegraph-oper'r	34 Mott street.
William Wilding . . . . .	2332	Machinist . . . .	35 Eldridge street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
David Buckley .....	2387	Chair-maker....	— Liberty street.
Edward Kenady.....		Clerk .....	109 Eldridge street.
William Dowling .....		do .....	88 Henry street.
Chas. F. M. Church .....		Morocco-case m.	32 Frankfort street.
Charles Herber.....		Carver .....	84 Willett street.
Henry Fitzsimmons.....		Monlder .....	58 Park street.
Michael Meagher .....		Cartman .....	36 Mulberry street.
Bernard Mulvihill.....		Grocer .....	55 Mulberry street.
Thomas C. Lee .....		Ornamenter ....	40 Ludlow street.
Henry W. Linderbeck ...		Machinist.....	40 Howard street.

Chas. L. Curtis and John Scott, *Representatives.*

### Union Hook and Ladder Company, No. 5.

*Stationed at No. 152 Norfolk street.*

House in good order. Truck ordinary; built in 1852, by Pine & Hartshorn. Present number of men 37. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
George Kelly, <i>Foreman</i> ..	1622	Cabinet-maker..	152 Norfolk street.
August Baker, <i>Assistant</i> .	3743	Moulder .....	do.
Ignatz Spring, <i>Secretary</i> .	2924	Cigar-maker ....	79 Avenue B.
Adam Hipp .....	1618	Map-finisher....	66 Delancey street.
John Sattler.....	3571	Cartman.....	416 East 10th street.
Joseph Rebeiser .....	2469	Tinsmith .....	85 Avenue B.
Charles Sheihing .....	3409	Butcher .....	24 Clinton street.
Peter Shaffer.....	3742	Cabinet-maker..	152 Norfolk street.
Adam Kupper .....	3859	Cartman.....	162 Orchard street.
Charles Burkhard.....	3913	Cabinet-maker..	117 Delancey street.

NAMES.	Badge No	OCCUPATION.	RESIDENCE.
Mathew Bauer .....	3885	House-carpenter.	97 Pitt street.
George Mahr .....	1556	Gas-fitter .....	216 Second street.
Christian Brahl .....	2558	Butcher .....	176 Stanton street.
Jacob Zimmermann .....	1887	Cartman .....	26 Avenue A.
Henry Wetter .....	2752	Varnisher .....	152 Norfolk street.
Peter Keller .....	2505	Cartman .....	do.
Charles Kies .....	595	do .....	do.
John Reiter .....	859	Gentleman .....	40 First avenue.
Henry Hellrigel .....	582	do .....	91 Willett street.
Albert Hoffmann .....	2564	Tinsmith .....	288 Second street.
Adam Kohl .....	....	Cartman .....	152 Norfolk street.
Andrew Heider .....	1632	Chair-maker ...	do.
Peter Arnet .....	....	Cartman .....	do.
Charles Kochler .....	....	Fringe-weaver..	do.
Elias Hoelein .....	2280	Chair-maker ...	do.
George Lebrecht .....	....	Cartman .....	do.
Robert Lendsej .....	....	Mason .....	153 Norfolk street.
Frederick Shafer .....	....	Butcher .....	152 Norfolk street.
John Reheiser .....	3559	Varnisher .....	do.
Peter Hoffman .....	....	Cigar-maker ...	281 Third street.
John Shade .....	....	Cartman .....	164 Attorney street.
Frederick Shanz .....	....	Cabinet-maker..	71 Mangin street.
Henry Heckel .....	....	Barber .....	609 Fourth street.
William Stott .....	....	Surgeon .....	39 Second street.
Christian Right .....	....	Cigars .....	281 Third street.
Peter Weirich .....	....	Ladders .....	52 Avenue A.
Henry Reheiser .....	....	Tinsmith .....	136 Third street.

August Baker and Ignatz Spring, *Representatives.*

# Lafayette Hook and Ladder Company, No. 6.

*Stationed at Firemen's Hall, No. 129 Mercer street.*

House in good order. Truck in good condition; built in 1851, by Pine & Hartshorn—rebuilt by the same in 1856. Present number of men 34. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Jas. K. Kellock, <i>Foreman</i>	3534	Tel. operator ...	149 Mulberry street.
G. W. Williams, <i>Assistant</i>	2234	Printer .....	211 Spring street.
P. R. Hoffman, <i>Secretary</i>	698	Clerk .....	129 Mercer street.
H. Ford .....	1653	City weigher...	do.
C. W. Ryerson .....	1151	Cartman .....	211 Spring street.
T. Miller .....	2112	Carpenter .....	104 West 20th street.
James P. Decker .....	1727	Accountant ...	230 Ninth avenue.
W. J. Harkins .....	1634	Pencil-case mr.	56 Carmine street.
H. Doolittle .....	2631	Artist .....	129 Mercer street.
W. E. Barton .....	3543	Surveyor .....	164 Wooster street.
J. Waterman .....	2382	Cartman .....	— 24th street.
J. Underhill .....	3566	Accountant ...	162 Wooster street.
R. W. Wood .....	3883	Brass-finisher ...	43 Crosby street.
Wm. Dusenberry .....	3901	Artist in hair ..	69 Laurens street.
H. J. Chester .....	2899	Carpenter .....	129 Mercer street.
E. H. Birdsall .....	1312	Express .....	80 Vandam street.
E. Gillett .....	768	Clerk .....	6 Dominick street.
James Turner .....	671	Oyster-dealer ...	565 Broadway.
James Moffit .....	...	Accountant ...	177 Thompson street.
George Underhill .....	...	Engraver .....	162 Wooster street.
J. Davidson .....	3516	Printer .....	78 Christopher street.
George Merchand .....	1631	Cartman .....	69 Laurens street.
W. Heart .....	1635	Engraver .....	56 Greenwich avenue.
Wm. Gorman .....	257	Printer .....	319 Front street.
Hermann Kretzler .....	...	Confectioner....	22 Sullivan street.
Chas. F. Brooks .....	...	Clerk .....	15 Carroll place.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Henry B. Kretzler.....		Gilder.....	48 King street.
J. D. Coburn .....		Cooper .....	279 Spring street.
Chas. H. Egbert .....		Plumber.....	774 Washington st.
Arthur Kretzler.....		Clerk .....	545 Broome street.
Adrastus Doolittle, Jr. ....		Sash-maker ....	26 Eighth avenue.
Michael Burck.....		Butcher .....	279 Spring street.
John K. Costigan.....		Locksmith ....	129 Mercer street.
John J. Ferris .....		Dry-goods ....	58 Amos street.

W. J. Harkins and J. Davidson, *Representatives.*



**Mechanics' Hook and Ladder Company, No. 7.***Stationed in 126th street, between 3d and 4th avenues.*

House in bad condition. Truck in good condition; built in 1856, by J. H. Sickels. Present number of men 24. Performs duty in Harlem and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Prophet, <i>Foreman</i> ..	1952	Grocer .....	126th st. and 3d av.
Fredk. P. Goll, <i>Assistant</i> ..	3323	Engraver .....	129th st., 4th & 5th av.
Chas. B. Riker, <i>Secretary</i> ..	2623	Druggist .....	125th st., 5th & 6th av.
Peter J. Sears.....	1954	Saddler .....	3d av., 126th & 127th st.
Albert D. Talbert .....	2492	Book-keeper...	125th st., 3d & 4th av.
Andrew Thompson.....	2646	do .....	126th st., 3d & 4th av.
William Powers.....	2820	Carpenter .....	130th st., 7th & 8th av.
Edward L. Vermilya ....	2816	Plumber .....	128th st., 4th & 5th av.
John L. Riker.....	2204	Broker .....	125th st., 5th & 6th av.
Samuel A. Wright.....	3586	Butcher .....	3d av. 108th & 109th st.
William Zincker.....	....	Saddler .....	125th st., 3d & 4th av.
Charles F. Crooks .....	3583	India-rubber ...	129th st., 4th & 5th av.
Benjamin G. Talbert ....	3488	Asst. Sec. H.M.S.	127th st., 2d & 3d av.
J. A. Hamann .....	3071	Engraver .....	129th st. 7th & 8th av.
George Hood .....	1373	Tea-merchant...	3d av. 108th & 109th st.
J. B. Richards .....	3080	Idiot Institute..	130th st. 5th & 6th av.
M. Schweppenhauser ....	703	Baker .....	130th st. 7th & 8th av.
William Menger.....	3577	Saddler .....	125th st., 3d & 4th av.
Francis Bonitz .....	3309	Upholsterer ...	3d av. & 121st street.
Chas. E. Adams.....	....	Carpenter .....	119th st., 1st & 2d av.
Chas. Quade .....	....	Tailor .....	128th st. and 3d av.
Henry Clay Searing.....	....	Plumber.....	3d av. 123d & 124th st.
John T. Earle.....	....	Jeweler.....	126th st. 3d & 4th av.
Robert M. Hawthorne....	....	Clerk .....	3d av. and 122d st.

John L. Riker and Benjamin S. Talbert, *Representatives*.

**Empire Hook and Ladder Company, No. 8.***Stationed corner of Eighth avenue and Forty-eighth street.*

House ordinary. Truck in bad condition; built in 1851, by Pine & Hartshorn. Present number of men 47. Performs duty in the First and Second Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John C. Ellrodt, <i>Foreman</i> ....	....	Clerk .....	38th st., 8th & 9th av.
Martin Senger, <i>Assistant</i> .	815	Blacksmith .....	8th av., 32d & 33d st.
Nich's Seagrist, <i>Secretary</i> .	1655	Notary Public ..	624 Eighth avenue.
John Butcher .....	3182	Cutter .....	137 West 35th street.
Paul Schuck .....	2016	Varnisher .....	8th av., 46th & 47th st.
Francis Frank .....	1642	Car-driver .....	9th av., 50th & 51st st.
Peter Henry .....	1647	Pedlar .....	53d st. 9th & 10th av.
Lewis P. Guther .....	1652	Carpenter .....	38th st., 8th & 9th av.
Michael Held .....	1653	Pedlar .....	9th av., 51st & 52d st.
Peter Flick .....	1659	do .....	do.
George Flick .....	1660	Miller .....	Broadway & 59th st.
William Bauer .....	1658	Cartman .....	48th st., 9th & 10th av.
Peter Hutsler .....	1656	Pedlar .....	9th av. and 51st st.
Henry Leber .....	2321	Mason .....	46th st., 7th & 8th av.
John Henry .....	2342	Pedlar .....	53d st., 9th & 10th av.
Adam Lindner .....	2011	Cabinet-maker ..	52d st., 9th & 10th av.
Frederick Roehrer .....	1639	Moulder .....	46th st. 7th & 8th av.
Frederick Beyer .....	446	Carpenter .....	do.
Lewis Kerker .....	....	Clerk .....	43d st. and 10th av.
Valentine Werner .....	3384	Tailor .....	48th st., 9th & 10th av.
Henry Schnet .....	3392	Machinist .....	9th av. 39th & 40th st.
Peter Kettle .....	3593	Cartman .....	47th st., and 11th av.
John May .....	3522	do .....	53d st., 9th & 10th av.
George Breucker .....	3589	Gardener .....	9th av., 50th & 51st st.
Xavier Hartwick .....	580	Tailor .....	48th st., 9th & 10th av.
Joseph Wigger .....	3976	Stair-builder ..	31th st., 6th & 7th av.
Jacob Reis .....	2672	Carpenter .....	7th av. and 34th st.
Adam Geil .....	1885	Shoe-maker .....	40th st., 8th & 9th av.
Adam Muller .....	2817	Upholsterer .....	9th av. and 39th st.
Christian Schaffer .....	3952	do .....	29th st., 6th & 7th av.
Werner Heidloff .....	....	do .....	9th av., 39th & 40th st.
Conrad Roehrer .....	....	Stone-cutter .....	46th st. 7th & 8th av.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Mathias Henes .....	3563	Milkman .....	52d st., 8th & 9th av.
Jacob Lied .....		Butcher .....	42d st., 8th & 9th av.
Adam Pabst.....		Wheelwright ...	44th st., 8th & 9th av.
Peter Young.....		Sawyer.....	181 West 46th street.
Casper Hack .....		do .....	do.
Augustus P. Schreiber ..		Upholsterer ...	161 West 46th street.
Charles Hulshoff.....		Grocer .....	662 Eighth avenue.
Conrad F. Steinmetz....		Upholsterer ...	16 West 46th street.
Henry Feitgen .....		Grocer .....	444 Ninth avenue.
Geo. Sanhamer.....		Baker .....	471 Ninth avenue.
George Hall .....		Segar-maker ...	137 West 35th street.
John Frederick.....		Carver .....	45th st. and 9th av.
George Holzer .....		Blacksmith.....	450 Ninth avenue.
James Brown .....		Cartman .....	471 Ninth avenue.
Peter Schlee.....	2366	Carpenter.....	8th av., 46th & 47th st.

Nicholas Seagrist and John Butcher, *Representatives.*

### Washington Hook and Ladder Company No. 9.

*Stationed at No. 132 East Twenty-sixth street.*

House temporary. Truck in good condition; built in 1854, by Pine & Hartshorn; rebuilt in 1858, by William Williams. Present number of men 41. Performs duty in the First and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
J. H. Forman, <i>Foreman</i> ..	....	Bell-ringer .....	161 East 21st street.
J. M. Samler, <i>Assistant</i> ..	3258	Pianoforte mkr..	— East 27th street.
Wm. Drummond, <i>Sec'y</i> ..	3699	Clerk .....	160 East 24th street.
Andrew J. Brady.....	951	do .....	342 Third avenue.
William Tapper .....	....	Varnisher .....	106 East 26th street.
John B. Young .....	3243	Pianoforte mkr..	3d av. & 22d street.
Peter H. Moneghan.....	3256	do ..	150 East 21st street.
Joseph O. Davis.....	2787	Conductor .....	115 East 31st street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Andrew F. Walliant . . .	3484	Fret-sawyer . . .	206 East 21st street.
William Pitts . . . . .	3490	Clerk . . . . .	119 East 25th street.
Patrick Delany . . . . .		Express . . . . .	357 Fourth avenue.
Robert King . . . . .	1434	Machinist . . . . .	159 East 24th street.
John H. Wolf . . . . .	1063	Cordwainer . . . .	3d av. & 26th street.
John A. Thompson . . . .	3046	Artist . . . . .	230 Third avenue.
George Kirwin . . . . .	2927	Plasterer . . . . .	141 East 29th street.
John Carberry . . . . .	3991	Pianoforte-mkr. . .	221 First avenue.
Patrick Mooney . . . . .	3992	Clerk . . . . .	220 First avenue.
James Martin . . . . .		Cartman . . . . .	142 East 24th street.
Samuel C. King . . . . .	2696	Machinist . . . . .	159 East 24th street.
Valentine Steiner . . . . .	2863	Cigars . . . . .	327 First avenue.
John Steiner . . . . .	1790	do . . . . .	227 East 17th street.
William Martin . . . . .		Machinist . . . . .	142 East 24th street.
William McDowell . . . . .	180	Cartman . . . . .	280 Avenue A.
Jacob Jacobs . . . . .	146	Clerk . . . . .	293 Third avenue.
Charles Heizman . . . . .	250	Jeweler . . . . .	433 Third avenue.
George B. Nicholson . . . .	2791	Clerk . . . . .	164 East 24th street.
Robert Amos . . . . .		Hatter . . . . .	3d av. & 26th street.
Walter P. Place . . . . .	915	Cartman . . . . .	176 East 27th street.
Francis Hughes . . . . .	3631	Wheelwright . . . .	217 East 23d street.
Patrick McDonald . . . . .	2961	Cartman . . . . .	15th st. and Av. B.
John K. Finch . . . . .		Artist . . . . .	26th st. and 3d av.
John D. Miller . . . . .		Pianoforte-mkr. . .	157 East 21st street.
Stephen Rigney . . . . .		do . . . . .	144 East 24th street.
Simon Oscar . . . . .		Baker . . . . .	179 East 23d street.
John W. Quinn . . . . .		Ship-carpenter . . .	East 16th st. & Av. B.
John Moadinger, Jr. . . . .		Baker . . . . .	31st st. & 3d avenue.
Fredk. W. Marthens . . . . .		Gunsmith . . . . .	146 West 21st street.
Michael Schneider . . . . .		Butcher . . . . .	2d av. and 24th st.
T. P. Stephenson . . . . .		Painter . . . . .	195 East 23d street.
Charles E. Price . . . . .		Cigar-maker . . . .	227 East 17th street.
Henry D. Burdett . . . . .		Clerk . . . . .	26th st. & 4th avenue.

William Drummond and George Kirwin, *Representatives.*

### Narragansett Hook and Ladder Company, No. 10.

*Stationed in Third avenue, corner of Eighty-fifth street.*

House in good order. Truck ordinary. New truck now building by William Williams. Present number of men 14. Performs duty in Yorkville and vicinity.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
G. C. Hebberd, <i>Foreman</i> .	519	Clerk.....	84th st., 1st & 2d av.
Harvey Watkins, <i>Assistant</i> ....		Wheelwright ..	3d av. & 86th st.
R. N. Hebberd, <i>Secretary</i>	1094	Clerk .....	92d st., 3d & 4th av.
A. O. Alcock .....	2219	do .....	3d av. & 86th st.
R. S. Gray .....		do .....	83d st. and 1st av.
A. C. Vandewater.....	3492	Butcher .....	85th st. 3d & 4th av.
C. A. Silbereisen .....	3967	Hair-dresser....	85th st. and 3d av.
John Chappell .....		.....	84th st. and 4th av.
William Hutter .....		Contractor.....	84th st. and Av. A.
Daniel B. Treadwell.....		Carpenter .....	87th st., 3d & 4th av.
Thomas A. R. Webster..		Merchant.....	79th st., 4th & 5th av.
John Lennox.....		Feed-merchant..	83d st., 1st & 2d av.
Samuel W. Geery.....		Clerk .....	86th st., 2d & 3d av.
James Lennox .....		Feed-merchant..	83d st. and 2d av.

R. N. Hebberd and Richard S. Gray, *Representatives*.

**Harry Howard Hook and Ladder Company, No. 11.***Stationed at No. 295 East Broadway.*

House temporary. Trunk ordinary, (doing duty with an old one).  
 Present number of men 30. Performs duty in the Sixth and Seventh Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Charles L. Kent, <i>Foreman</i>	3744	Ship-joiner.....	37 Gouverneur street.
John J. Miller, <i>Assistant</i> ..	2165	Cartman.....	73 Sheriff street
H. P. L. Smith, <i>Secretary</i>	3711	Clerk .....	4 Willet street.
William T. Morley.....	2871	Painter .....	676 Water street.
James H. Yeaton.....	2568	Stevedore.....	460 Grand street.
Daniel McGarvey.....	694	Spar-maker ....	159 Monroe street.
Benj. P. Mount .....	3446	do .....	330 Henry street.
John A. Thomas .....	3444	do .....	434 Cherry street.
Hamilton Southard .....	2638	Ship-joiner.....	8 Mangin street.
John Brown .....	2405	Spar-maker ....	61 Avenue D.
Thomas Brady .....	695	Printer.....	362 Madison street.
Ranselaer Buckbee.....	1969	Clerk .....	208 Division street.
William H. Barber .....	2970	Painter .....	242 Division street.
William J. Frost .....	3117	Oyster-dealer ...	498 Grand street.
John Durland.....	1690	Ship-joiner.....	8 Mangin street.
James R. Earle.....	2693	Carpenter.....	91 Lewis street.
William Kelsey .....	211	Ship-carpenter..	77 Sheriff street.
John H. Morris .....	1167	Piano-maker ...	73 Sheriff street.
John Larkin .....	1119	Porter.....	82 Clinton street.
James Ivans .....	.....	Calker .....	361 Monroe street.
Joseph Beyerle.....	1767	Ship-carpenter..	152 East Broadway.
John Curtis .....	1910	Shipsmith .....	214 Clinton street.
James Tomkins .....	.....	Ship-carpenter..	66 Lewis street.
Emmet H. Smith.....	.....	Plumber.....	139 Forsyth street.
George Meeder.....	.....	Spar-maker ....	37 Canal street.
John A. Quinn.....	.....	Carpenter .....	366 Madison street.
Jesse M. Hubbs.....	.....	Coppersmith ...	214 Clinton street.
Chas. L. Smith.....	.....	Jeweler .....	104 East Broadway.
John B. Bassford .....	.....	House-carpenter.	214 Clinton street.
William Haney.....	.....	Shipsmith .....	472 Cherry street.

Wm. T. Morley and Wm. J. Frost, *Representatives.*

### Friendship Hook and Ladder Company, No. 12.

*Stationed at No. 78 East Thirteenth street.*

House in good order. Truck in good condition; built in 1856, by J. H. Sickels; rebuilt in 1858 by the same. Present number of men 39. Performs duty in the Fourth and Fifth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
James A. Carolin, <i>Foreman</i>	12	Merchant . . . . .	85 East 12th street.
J. E. McMenomy, <i>Assistant</i>	1776	do . . . . .	116 Second avenue.
S. Livingston, Jr., <i>Secretary</i>	3751	Clerk . . . . .	78 East 13th street.
John A. Rodgers . . . . .	1231	do . . . . .	145 East 12th street.
Alexander Carolin . . . . .	1674	Accountant . . . . .	85 East 12th street.
Wm. H. Turnure . . . . .	1287	Clerk . . . . .	180 Second avenue.
Edward Marrenner . . . . .	1662	Hardware . . . . .	225 Third avenue.
Andrew J. Garvey . . . . .	....	House-decorator.	52 Third avenue.
James Higgins . . . . .	1667	Cartman . . . . .	147 First avenue.
Edward Boyle . . . . .	1668	City Surveyor..	Gramercy Hotel.
Louis Miller . . . . .	2715	Perfumer . . . . .	193 Spring street.
Michael T. Hanrahan . . . . .	2903	Builder . . . . .	78 East 13th street.
P. B. Van Arsdale . . . . .	196	Merchant . . . . .	144 Second avenue.
Laurence Mercier . . . . .	3167	Plumber . . . . .	78 East 13th street.
Wm. Hill . . . . .	3217	do . . . . .	do.
John Mercier . . . . .	3567	do . . . . .	do.
John H. Pessinger . . . . .	2566	Clerk . . . . .	188 Chrystie street.
Nathan C. Platt, Jr. . . . .	3206	Merchant . . . . .	29 Washington square.
William Brower . . . . .	3849	Clerk . . . . .	223 East 10th street.
William E. Mowton . . . . .	3767	do . . . . .	187 East 21st street.
James J. Heary . . . . .	3696	Cartman . . . . .	84 Third avenue.
Daniel Parish . . . . .	....	Clerk . . . . .	78 East 13th street.
Thos. McMannus . . . . .	....	Engine-builder..	38 Fifth street.
Thos. Sullivan . . . . .	....	Clerk . . . . .	8 Fifth street.
Patk. McCabe . . . . .	....	Cooper . . . . .	74 Third avenue.
Philip O'Hanlon, Jr. . . . .	....	Deputy Coroner.	189 East 18th street.
Frederick McCarthy . . . . .	2489	Builder . . . . .	278 First avenue.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Michael N. Salmon .....	2243	Builder .....	125 East 16th street.
John Garvey .....		House-decorator.	52 Third avenue.
William Clancy .....		do .....	151 East 24th street.
John C. Perrin, Jr. ....		Clerk .....	183 East 15th street.
Isaac H. Underhill .....		do .....	451 Houston street.
Nicholas McManus .....		Engraver .....	191 Sixth street.
Stephen B. Colgate .....		Merchant .....	59 East 16th street.
Chas. H. Paine .....		Printer .....	153 East 35th street.
Henry Mowton .....		Clerk .....	187 East 21st street.
Alfred M. Shegogue .....		do .....	52 St. Mark's place.
James White .....		Builder .....	120 Wooster street.
Joseph J. Doyle .....		Hotel .....	46 Third avenue.

Edward Marrenner and Andrew J. Garvey, *Representatives.*

### Marion Hook and Ladder Company, No. 13.

*Stationed at No. 323 Third street.*

House in good order. Truck in good condition; built in 1855, by W. H. Torboss; rebuilt in 1858, by J. H. Sickels. Present number of men 37. Performs duty in the Fifth and Sixth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
E. A. Gregory, <i>Foreman.</i>	3389	Shipsmith .....	307 Third street.
John Angus, <i>Assistant.</i> ...	1374	Clerk .....	62 Avenue D.
Wm. H. Cornell, <i>Secretary</i>	1693	Book-keeper ....	20 Ridge street.
Edward M. Pavie .....	3851	Ship-joiner .....	297 Third street.
James R. Davies .....	1678	Clerk .....	278 Henry street.
Peter Tostevin .....	1698	Builder .....	60 Avenue D.
John H. Hicks .....	3685	Cartman .....	280 Third street.
Wm. J. Murphy .....	3112	do .....	89 Columbia street.
Chas. E. Wakefield .....	1694	Coppersmith ...	272 Seventh street.



NAMES.	Badge No	OCCUPATION.	RESIDENCE.
Thomas Black .....	2005	Sparmaker .....	41 Avenue D.
Alex. McCready .....	1684	Cigars .....	107 Avenue C.
John Fisher .....	3682	Painter .....	304 Ninth street.
Alex. McCullough .....	3229	Cartman .....	38 Avenue C.
John A. Lockwood .....	3419	Broker .....	3 Columbia street.
Maurice O'Meara .....	3311	Clerk .....	323 Third street.
Charles H. Herring .....	2527	Butcher .....	29 Avenue D.
Thomas Angliss, Jr. ....	2497	Carpenter .....	46 Avenue D.
Henry Gibb .....	3344	Ship-joiner .....	121 Columbia street.
Theodore Bogert .....	2300	Calker .....	135 Cannon street.
James C. Jackson .....	2661	Painter .....	648 Fourth street.
James Laforest .....	1766	do .....	44 Avenue D.
James W. Jones .....	1345	do .....	323 Third street.
Charles A. Margolf .....	1323	Clerk .....	254 Fifth street.
Edward P. Curtiss .....	1365	Jeweler .....	293 Third street.
Thomas Foggin .....	2242	Painter .....	104 Avenue D.
James M. Grey .....	1911	Calker .....	307 Fifth street.
Daniel Griggs .....	...	Moulder .....	387 Ninth street.
Peter Huber .....	...	Cutter .....	49 Avenue A.
Benjamin Foster .....	...	Butcher .....	282 Seventh street.
Isaac Hicks .....	3912	Clerk .....	690 Fourth street.
John H. Rockwell .....	...	Lumber .....	44 Avenue D.
Charles Williams .....	3938	Cartman .....	387 Eighth street.
Joseph Dodin .....	...	Hardware .....	180 Avenue B.
Wm. H. Schultz, Jr. ....	...	Cartman .....	98 Ridge street.
John T. Harding .....	...	Carver .....	647 Fourth street.
Thomas J. Smith .....	...	Cartman .....	56 Avenue C.
Augustine O'Neil .....	...	Lawyer .....	99 Houston street.

James R. Davies and Peter Tostevin, *Representatives.*

## Columbian Hook and Ladder Company, No. 14.

*Stationed at No. 96 Charles street.*

House in good order. Truck in good condition; built in 1856, by Pine & Hartshorn. Present number of men 46. Performs duty in the Third and Fourth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Robert Wright, <i>Foreman</i> .	1702	Clerk .....	36 Perry street.
John L. Gulick, <i>Assistant</i> .	862	Mason .....	85 Horatio street.
Thos. L. Paulson, <i>Sec'y</i> ..	3710	Clerk .....	6 Abingdon place.
Willard F. Griswold ....	1701	do .....	305 West 25th street.
Joseph L. Isaacs .....	1705	Cartman .....	do.
Peter W. Fraleigh.....	2703	do .....	68 Charles street.
Robert W. Brush.....	1708	Clerk .....	48 Charles street.
Charles L. Wood .....	1711	Jeweler .....	7 Patchin place.
William D. Provost ....	1985	Clerk .....	125 Perry street.
Welcome A. Haight....	1712	Carpenter .....	199 West 16th street.
James S. Wilmarth.....	1713	Painter.....	134 Wooster street.
Joseph H. Edgerley ....	1716	do .....	27 King street.
Fredk. C. Hamilton.....	1717	Locksmith .....	328 Hudson street.
Henry P. Wanmaker ....	2882	Clerk .....	131 Charles street.
Wm. T. Edgerley.....	2998	Cartman .....	98 Hammond street.
John T. Hall .....	1880	Carpenter .....	541 Hudson street.
Abraham H. Brown ....	1361	Cartman.....	24 Barrow street.
Martin Buxton.....	3914	Locksmith .....	328 Hudson street.
John J. Cooper .....	3936	Silversmith ....	137 Charles street.
John H. Packer .....	1796	Mason .....	820 Broadway.
Geo. P. Snediker .....	1362	Cartman .....	2 Leroy street.
Geo. W. Snediker .....	831	do .....	92 Bedford street.
Corns. V. Anderson....	1636	Clerk .....	743 Greenwich street.
Geo. Horton, Jr.....	2402	Fishing-tackel ..	80 Hammond street.
John C. Van Tassel.....	1490	Cartman.....	12 Commerce street.
Fredk. C. M. Moore ...	216	Clerk.....	71 Hammersly street.
John A. Meeks .....	1334	Printer .....	71 Perry street.
John R. Clark.....	3514	Show-cases.....	47 King street.
Wm. E. Lawrence .....	147	Cartman .....	516 Hudson street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Kenneth McKenzie .....	1855	Printer.....	631 Hudson street.
Samuel Bishop .....		Cartman .....	413 Hudson street.
James J. Hull .....		Clerk.....	66 Charles street.
James Shaw .....		Cartman .....	647 Hudson street.
Joseph W. Strober.....		do .....	167 Charles street.
Joseph H. Newberry.....		Hatter .....	4 Jones street.
Walter Waring.....		Ice-dealer .....	134 West 10th street.
Geo. T. Bath.....		Cartman .....	92 Bedford street.
Daniel Brown .....		do .....	24 Barrow street.
John Kennard .....	1826	Bookbinder ....	21 Cornelia street.
John J. Wilbur.....		Hatter.....	23 Hubert street.
James Nichols .....		Ice .....	17 Leroy street.
John T. Rogers .....		Cartman .....	25 Bedford street.
John V. H. Secor .....		Stair-builder ...	— Jane street.
Edward Gilon.....		Merchant .....	90 Perry street.
W. L. Paulsraft .....		Carpenter .....	17 West 12th street.
W. H. Ingraham .....		do .....	29 Jones street.

Corns. V. Anderson and John Kennard, *Representatives.*

### Baxter Hook and Ladder Company No. 15.

*Stationed at No. 153 Franklin street.*

House in good order, Truck ordinary; built in 1853, rebuilt in 1856, by Pine & Hartshorn, now rebuilding by Wm. Williams. Present number of men 32. Performs duty in the Seventh and Eighth Districts.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
John Andrews, <i>Foreman.</i>	415	Clerk .....	153 Franklin street.
Mark M. Thomas, <i>Assistant</i>	2304	do .....	do.
Chas. F. Allen, <i>Secretary.</i>	2552	do .....	82 Morton street.
Jas. H. Connor.....	1571	do .....	44 Laight street.
Wm. H. Wickham.....		do .....	101 Lexington avenue.
Saml. A. Besson .....		Merchant .....	190 Franklin street.

NAMES.	Badge No.	OCCUPATION.	RESIDENCE.
Isaac M. Moore.....	.....	Clerk.....	West 21st street.
Thos. F. Goodwin.....	2017	Sculptor.....	179 West 14th street.
Calvin A. Miller.....	1788	Cartman.....	75 Hudson street.
Jesse H. Neall.....	1992	Clerk.....	153 Franklin street.
John Besson, Jr.....	2448	do.....	190 Franklin street.
Elisha S. Gogswell.....	1585	do.....	76 Frankfort street.
Jas. W. Matteson.....	.....	Machinist.....	Walker street.
Henry Worrall.....	1193	Merchant.....	153 Franklin street.
David McGie.....	.....	Clerk.....	154 Franklin street.
Alfred A. Jones.....	3101	do.....	153 Franklin street.
Jas. Belknap.....	3539	Machinist.....	do.
J. A. Mereness.....	1527	Carpenter.....	do.
A. Chamberlain.....	3381	do.....	do.
Samuel R. Brandon.....	..	Engineer.....	do.
C. H. Whiting.....	.....	Clerk.....	Walker street.
Geo. H. Smith.....	.....	do.....	153 Franklin street.
Robt. H. Besson.....	.....	do.....	190 Franklin street.
Isaac Wheeler.....	1158	Printer.....	153 Franklin street.
F. Van Amburg.....	.....	Merchant.....	do.
Wm. Runnett.....	...	Jeweler.....	do.
Henry Van Velsor.....	1587	Hotel-keeper...	Duane and Hudson st.
Pierre C. Taggart.....	.....	Clerk.....	149 Hudson street.
Francis L. Mead.....	.....	do.....	Renwick street.
Marshall T. Davidson...	.....	Machinist.....	Duane street.
Jas. H. McClelland.....	.....	Restaurant.....	West Broadway.
James H. Conklin.....	.....	Clerk.....	36 Vestry street.

Samuel A. Besson and Jas. H. Connor, *Representatives.*

### Members of the Exempt Engine Company.

*Stationed at No. 202 Centre street.*

House in good order. Engine, formerly No. 42, double brake, piano style; 10-inch cylinders, 9-inch stroke; built in 1842, by Henry Waterman, Hudson, N. Y.; rebuilt in 1850, by Pine & Hartshorn. This company is commanded by an old experienced fireman, ex-engineer. Zophar Mills, and have an engine capable of throwing the largest quantity of water of any in the service.

NAMES.	OCCUPATION.	RESIDENCE.
Zophar Mills, <i>Foreman</i> . . . . .	Merchant . . . . .	207 Madison street.
Floyd S. Gregg, <i>1st Assistant</i> . .	Letter-carrier . . .	39 Watts street.
John W. Garside, <i>2d Assistant</i> . .	Bell-ringer . . . . .	89 Crosby street.
James Millward, <i>3d Assistant</i> . .	Mouldings . . . . .	188 West 31st street.
C. E. Gildersleve, <i>Secretary</i> . . .	Stationery . . . . .	70 Horatio street.
J. G. Fisher, <i>Assistant Secretary</i> .	Merchant . . . . .	89 Henry street.
James Cholwell, <i>Treasurer</i> . . . .	do . . . . .	268 West 24th street.
James L. Miller . . . . .	Builder . . . . .	183 Tenth street.
John S. Giles . . . . .	do . . . . .	181 Tenth street.
A. J. Delatour . . . . .	Soda-water . . . . .	10 City-Hall place.
James Gilmore . . . . .	Surveyor . . . . .	146 Clinton street.
John Kettleman . . . . .	Mason . . . . .	288 West 19th street.
John Lynes . . . . .	Accountant . . . . .	47 St. Marks place.
Jacob Riess . . . . .	Framer . . . . .	299 Seventh avenue.
Wm. H. Pegg . . . . .	Weigher . . . . .	2 Stone street.
James H. Boyd . . . . .	Painter . . . . .	32 Orchard street.
Edward Brown . . . . .	Gentleman . . . . .	489 Houston street.
Edward Bonnell . . . . .	Hotel . . . . .	300 Bowery.
Joseph E. Ebling . . . . .	Gentleman . . . . .	Harlem.
Lorenzo Delmonico . . . . .	Hotel . . . . .	Broadway & Chambers
Daniel T. Willett . . . . .	Merchant . . . . .	218 Henry street.
Wm. M. Randell . . . . .	Secretary Ins. Co. .	122 East 21st street.
Chas. Place, Jr. . . . .	Merchant . . . . .	81 Second avenue.
Francis B. Ball . . . . .	Painter . . . . .	3d av. and 84th st.
Gilbert M. Platt . . . . .	Builder . . . . .	162 East 21st street.
Geo. C. Webster . . . . .	Gunsmith . . . . .	300 Broadway.
Wm. H. Harrison . . . . .	Cartman . . . . .	29 Suffolk street.

NAMES.	OCCUPATION.	RESIDENCE.
William H. Housner .....	Sashmaker.....	13 Gay street.
Joseph Marsh.....	Surveyor.....	70 Forsyth street.
Wm. Y. Taft.....	Carpenter .....	44 Horatio street.
John R. Hopper .....	Butcher .....	10th av. and 46th st.
Thomas Woodward.....	Carpenter.....	62 Orchard street.
Charles H. Cornell .....	Clerk .....	118 White street.
Isaac Scott.....	Fish .....	81 West 11th street.
Napoleon Hayman.....	Bell-hanger ....	57 Hammersly street.
Howard E. Coates .....	Cop. plate print.	55 Hester street.
John J. Silcocks.....	Hatter .....	441 Canal street.
Nelson D. Thayer .....	Surveyor .....	48 Eighth avenue.
John H. Steele.....	Blank-book man.	25 Morton street.
Levi Guernsey .....	Carpenter .....	93 Ludlow street.
John K. Lyon .....	Clerk.....	357 Fourth avenue.
Jas. S. Anderson.....	do .....	743 Greenwich street.
William Wright.....	Merchant.....	282 West 22d street.
John Creighton .....	Clothier .....	393 Hudson street.
Thomas Carter.....	Plumber .....	278 Broome street.
Daniel Edsall .....	Carpenter.....	118 Hammersly street.
John J. Austin.....	Stables.....	15 Second street.
George W. Wheeler.....	Clerk .....	172 Broome street.
George Duroche.....	Agent .....	126 Greene street.
George A. Perry .....	Glass-cutter ....	106 Eldridge street.
William F. Leggett.....	Secretary Ins.Co.	10 Albion place.
William C. Bryant.....	Tailor.....	71 West 44th street.
George Shannon .....	Polisher .....	46 Prince street.
William J. Jessup .....	Ship-joiner.....	11 Norfolk street.
John J. Gorman .....	Plumber .....	52 Ninth avenue.
James B. Hunt .....	do .....	1078 Broadway.
William H. Irwin.....	Cartman .....	8 Jane street.
John Rush, Jr.....	do .....	19 Jane street.
Thomas M. Tallman.....	Clerk.....	44 Laight street.
William J. Addington .....	Painter .....	90 Columbia street.
George A. Henshaw .....	Merchant .....	118 West 10th street.
Robert B. Sanderson.....	Fire-warden....	157 Franklin street.
Joseph W. Walsh .....	Lithographic pr.	138 Orchard street.
David Henry.....	Marble-works..	46 Third street.

NAMES.	OCCUPATION.	RESIDENCE.
John W. Farmer.....	Plumber.....	47 Ladlow street.
William Adams.....	Clerk.....	16 Lewis street.
Edward J. Knight.....	do.....	111 Canal street.
Lawrence R. Kerr.....	Eating-house...	111 East 40th street.
James R. Purdy.....	Moulder.....	277 Delancey street.
Edward J. Newman.....	Machinist.....	172 Forsyth street.
John E. Newman.....	Carpenter.....	do.
Silas G. Butler.....	Insurance.....	58 Wall street.
G. Scott Roe.....	Stationer.....	B'dway, near 47th st.
E. Beadle.....	Carver.....	231 Spring street.
John Kennard.....	Blank book man.	21 Cornelia street.
William H. Burras.....	Locksmith..	199 Church street.
William A. Henshaw.....	Merchant.....	118 West 10th street.
William E. Crary.....	do.....	12 Hubert street.
William P. Daniel.....	Ice-dealer.....	105 Eighth avenue.
Vincent C. King.....	Plaster mills...	17 Horatio street.
John R. Platt.....	Merchant.....	97 West 22d street.
W. R. W. Chambers.....	Clerk.....	111 Rivington street.
J. Y. Watkins, Jr.....	Tinware.....	22 Henry street.
John Brush.....	Cartman.....	51 Lewis street.
D. Hayes.....	Machinist.....	10 Vandewater street
John McCann.....	Clerk.....	43 Forsyth street.
Virgil C. Carpenter.....	Ice-dealer.....	134 West 10th street.
William H. McDonough.....	Fire Warden..	125 Mulberry street.
Abram Kip.....	Bookbinder...	38 Rutger street.
James Cameron.....	Merchant.....	92 Elm street.
James B. Terhune.....	Cooper.....	93 Charles street.
William Heartt.....	Printer.....	19 Christopher st.
Benjamin F. Okie.....	Accountant...	do.
T. Van Riper.....	Restaurant....	20 Pike street.
John Van Dien.....	Carpenter.....	802 Greenwich street.
Jesse W. Chase.....	Cooper.....	25 Mangin street.
John Nesbitt.....	Supt. Roads...	119 East 24th street.
Forbes Holland.....	Stables.....	61 Union place.
F. R. Pettet.....	Printer.....	Pine & Pearl street.
William D. Baker.....	Merchant.....	133 East 15th street.
Peter Pettit.....	Clerk.....	104 Lewis street.

NAMES.	OCCUPATION.	RESIDENCE.
John J. Westray .....	Merchant .....	67 Seventh avenue.
Wesley S. Rowland .....	Machinist .....	148 East 24th street.
H. H. Butler .....	Eating-house ...	— East Broadway.
Matthew Kane .....	Sash-maker ....	197 West 13th street.
Jacob Tooker .....	Stair-builder ...	412 Seventh avenue.
W. F. Sylvester .....	Shoes .....	327 Eighth street.
Joseph Millward .....	Manufacturer ...	190 West 31st street.
William E. Berrien .....	Builder .....	94 Troy street.
William H. Bulteel .....	Oysters .....	137 Fulton street.
John Patterson .....	— .....	Henry street.
P. W. Clayton .....	Engineer .....	53 Mangin street.
Robert H. Ellis .....	Stationer .....	574 Broome street.
David S. Baker .....	Cartman .....	255 West 37th street.
James Davis .....	— .....	69 Greenwich avenue.
John Souza .....	Ship-joiner ....	167 Madison street.
J. H. Whitney .....	— .....	53 East 30th street.
J. B. Miller .....	Surveyor .....	33 Wall street.
Aaron Seely .....	Camphene Distil.	18 East 31st street.
A. A. Arment .....	Plumber .....	69 East 29th street.
John C. Elrodt .....	Clerk .....	215 West 38th street.
A. J. Garvey .....	Plasterer .....	52 Third avenue.



DOCUMENT No. 13.

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BOARD OF ALDERMEN,

FEBRUARY 24, 1859.

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The following, being the Majority and Minority Reports of the Committee on Croton Aqueduct, together with the papers, estimates and forms of contract relating thereto, in favor of and adverse to confirming the award of contract for building Gate-houses in the New Reservoir, to Baldwin & Jaycox, and Fairchild, Walker & Co., was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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The Majority of the Croton Aqueduct Committee of the Board of Aldermen, to whom was referred the communication of the Croton Aqueduct Board, October 28, 1858, with proposals for the erection of gate-houses, at the new reservoir, respectfully

REPORT:

That after the most earnest consideration, they feel satisfied that the contract to Jaycox & Baldwin should be con-

firmed, they being the lowest bidders, with good and ample security, for the execution of the work.

Your Committee have arrived at the above conclusion, after a fair and impartial investigation of the statements set forth in the protest of Fairchild, Walker & Co., which protest is hereunto annexed, and the terms of the contract, and specifications of contract for gate-houses and new reservoir. They therefore recommend, in accordance with the views of the majority of the Committee of last year, to whom the subject was originally referred, the following resolution for your adoption:

*Resolved*, That the award of contract for building gate-houses, and aqueduct for the new reservoir, of hydraulic masonry, be, and the same is hereby confirmed to Baldwin & Jaycox, they being the lowest bidders.

HENRY SMITH, } *Committee on*  
THOS. STEPHENS, } *Croton Aqueduct.*

The Chairman of the Standing Committee on Croton Aqueduct, to whom was referred the subject of the construction of the gate-house, &c., of the new reservoir, the award of the Croton Aqueduct Board, in relation thereto, the protest of Messrs. Fairchild, Walker & Co., and the papers, estimates and forms of contract relating thereto,

#### REPORTS:

That the Committee have examined the papers, &c., referred, and have heard the Croton Aqueduct Board, and the parties interested, and for a more perfect understanding of the question in all its bearings, the Chairman has visited the ground upon which it is to be constructed.

He finds, that the lowest estimate presented for the construction of the gate-houses, &c., was that of Messrs. Baldwin & Jaycox, and that said estimate is in due form, properly executed, and the sureties approved by the Comptroller, and were it not for other questions involved, having an important bearing upon the subject, should have no hesitation in recommending a confirmation of the award of the Croton Aqueduct Board.

The protest and remonstrance of Messrs. Fairchild, Walker & Co., is to the effect, that they have a contract with the proper authorities of the city, to do the same work, which is included in the estimate of Messrs. Baldwin & Jaycox.

It is admitted, that Messrs. Fairchild, Walker & Co., have a contract to build the new reservoir, and that they are actively engaged in building the same in a manner satisfactory to the Croton Aqueduct Board; for blank

form of their contract, estimate, &c., see Document No. 2, Board of Aldermen, January 5, 1858, pages 75 to 102.

The Croton Aqueduct Board state, that it was not their intention to include the work embraced in the estimate of Messrs. Baldwin & Jaycox, in the contract of Messrs. Fairchild, Walker & Co., and in support of such statement, exhibit the notice of letting issued by them, inviting estimates at the time that Messrs. Fairchild, Walker & Co., made their estimates, upon which their contract was awarded.

In answer to this, Messrs. Fairchild, Walker & Co. claim, that the notice cannot vary, or prejudice their estimate and contract. They were not parties to the notice, and no reference is made to the notice, in their estimate and contract, or any other papers to which they are parties.

They call attention to the following extract from their proposal or estimate: "they will contract to build the reservoir and the appurtenances." That their estimate and contract, the blank forms of both of which were furnished by the Croton Aqueduct Board, are the only papers to which they now are, or have been parties, and their rights are to be determined by the papers to which they are parties.

The Chairman of the Committee is of the opinion, that the rights and obligations of both the city and Messrs. Fairchild, Walker & Co., are to be determined by the contract, without reference to the notice or the estimate.

If the notice, estimates and contracts do not agree, it would have been good cause for refusing to confirm the

award of the Croton Aqueduct Board, in favor of Messrs. Fairchild, Walker & Co. But the Croton Aqueduct Board having awarded the work to Messrs. Fairchild, Walker & Co., and that award having been confirmed by the Common Council, by a vote of three fourths of all the members elected to each Board, and received the approval of the Mayor, and upon such confirmation and approval, a contract, executed in due form, by the proper officers, with Messrs. Fairchild, Walker, & Co., such contract must be regarded as conclusive, both against the city and Messrs. Fairchild, Walker & Co.

The contract of Messrs. Fairchild, Walker & Co., is, "to furnish, at their own proper cost and expense, all the necessary materials not found on the reservoir ground, belonging to the Croton Aqueduct Department, within the outer slope stakes, and all labor, and to excavate for, and build a good, firm, and substantial reservoir, of the dimensions, in the manner, and under the conditions hereinafter specified."

"And said parties of the second part further agree, that said Croton Aqueduct Board, or the Engineer, may make alterations in plan, form or dimension of said work, either before or after the commencement of the construction. If such alterations diminish the quantity of work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be so dispensed with. If they increase the amount of work, such increase shall be paid for only according to the quantity actually done; and at the price established for similar work, under this contract, and the contract will be regarded, as completely executed and fulfilled when the

work required by the altered plans, is done and paid for as herein provided."

" And it is further agreed, that if the work shall be increased by the enlargement of any part of the same, or by any contingent work which the engineer may deem necessary to facilitate the execution, or render the work in any particular conformable to local circumstances, or which may be deemed by the engineer necessary for perfecting the work beyond what is provided for in this contract and specifications, such increase shall be paid for at the same rate as similar work is herein contracted to be paid for, and if such work is not similar to work herein contracted for, it shall be paid for as an extra item, at a price to be agreed upon previously to the commencement of such extra work."

From the above extracts and the general tenor of the contract, it will be seen that the contract of Messrs. Fairchild, Walker & Co., includes all the work necessary to "build a good, firm and substantial reservoir;" and all the work "which may be deemed by the engineer necessary for perfecting the work beyond what is provided for in this contract and specifications."

If, therefore, the gate-houses, &c., are a part of "a good, firm and substantial reservoir," or "necessary for perfecting the work," their construction would appear to be included in the contract of Messrs. Fairchild, Walker & Co., unless the work is specially excepted in their contract.

The Croton Aqueduct Board claims that the following provision makes such exception: "During the construc-

tion of the masonry of the gate-house, pipe-vaults, conduit, the laying of pipes and other necessary work the, Croton Aqueduct Board reserves the control of so much ground as the engineers may deem necessary, for the proper accommodations in the construction of such works and the persons employed on them."

Messrs. Fairchild, Walker & Co., claim to understand the above, to give the Croton Aqueduct Board the right to enter upon the work during the construction of the gate-houses, &c., and "at the points where the reservoir is to be united to the pipes that bring the water in, and to those that are to distribute it without, and which union is to be effected by the Croton Aqueduct Board; that there is work of a peculiarly delicate nature to be done by the Board or under its careful supervision, and which will require the labor of those specially trained in that department;" and "though the whole ground is under the control of the Board, yet they may think it necessary to have a more special control at those points where this especially delicate work is to be done."

Were it not for the above clause, there could be no possible doubt that the gate-houses, &c., are included in the contract of Messrs. Fairchild, Walker & Co., and upon that clause, it appears to the Chairman of the Committee, that the Croton Aqueduct Board has given a practical construction to the contract adverse and inconsistent to what they now seek to put upon it. Messrs. Fairchild, Walker & Co., have constructed several hundred feet of the conduit or aqueduct, and the foundation of the south gate-house.

If this work was not included in the contract of Messrs.

Fairchild, Walker & Co., then it was devolved upon them in violation of the charter. But upon a careful examination of the contract with direct reference to this question, the Chairman of the Committee would not only not feel justified in charging such a violation upon the Croton Aqueduct Board, but on the contrary, would agree with them that the work so given to Messrs. Fairchild, Walker & Co., to do, was, and is comprehended by the terms and fair scope of their contract, and do not see how any construction can be given to their contract which shall include the work thus performed, that does not with equal reason, embrace the labor and materials necessary to construct the gate-house, &c.

The contract of Messrs. Fairchild, Walker & Co., provides for their doing all the work necessary to perfect the reservoir. The Croton Aqueduct Board and the city are not restricted to their original plan; it may be varied as they choose; they may enlarge it; they may change it; they may thicken or deepen, or elevate the embankments or walls, or change its forms; they may build gate-houses, or any new structure in aid of the work, or devise any other plan necessary in their judgment to make the reservoir the best adapted to perform the uses to be required of it, and Messrs. Fairchild, Walker & Co., cannot dissent. But when the change has been made; when the enlarged or new work is resolved upon; when the altered or substituted plan is adopted, the contract provides and requires that Messrs. Fairchild, Walker & Co., shall do the work. If the enlarged, varied or new work, is of the same kind of that enumerated in the contract, then it is to be done at the same price; if it is of a new and different kind from that specified in the contract, then the price



at which it is to be done is to be fixed in a manner expressly provided for such unspecified work by the terms of the contract itself ; and whether the manner provided is the best that could have been devised or not, it is now too late for the city or its authorities to interpose objections, so far as the contract of Messrs. Fairchild, Walker & Co. is concerned.

The Chairman of the Committee at first thought it probable that the award of the Croton Aqueduct Board to Messrs. Baldwin & Jaycox had proceeded so far as to commit the city to it and involve it in litigation, unless the contract should be confirmed; and while he did not regard this consideration as one that could change the legal interpretation to be given, either to the contract of Messrs. Fairchild, Walker & Co., or the award of the Croton Aqueduct Board to Messrs. Baldwin & Jaycox of this work, he yet deprecated the consequences of such litigation, not only as regards the damages, which, if that were so, the city might be compelled to pay, but also, the delay in the completion of the great undertaking consequent upon the disposition of the litigation by the court. However, on looking into the question, he finds that the award to Messrs. Baldwin & Jaycox is still incipient, and derives no force, and confers no rights, until it shall be confirmed by the Common Council; and that, if the construction which he has felt constrained to adopt as to the contract of Messrs. Fairchild, Walker & Co., should be regarded by your Honorable Body as the true one, that the city is clearly absolved from all liabilities in this award of the Croton Aqueduct Board to Messrs. Baldwin & Jaycox, in every name and character; this indeed he

would conclude, from a careful reading of the charter and ordinance in that respect. He finds that this construction has been given given by the Supreme Court of this District at General Term, in regard to this very reservoir. (6 Abbott, Pr. R. 42, *The People ex rel. Dinsmore & Wood* against the Croton Aqueduct Board.)

The court after stating at length the portion of the charter and ordinance bearing on the subject, say: "In the spirit of those laws, the Common Council made this ordinance, § 494, forbidding any contract to be made until it be confirmed by them, and an appropriation be made therefor. The Common Council thus retain a veto on all contracts; it cannot of itself make any; the heads of departments cannot make, sign, or execute any, without the approval of the Common Council, but on the executive officers, who, when the work is ordered, are to originate the contracts and complete them, when the Common Council confirms them. Before this is done by the Common Council, no contract is made; no right of action arises in favor of any contractor. The Common Council may consider all the bids too high, and refuse to have the work done at such prices; they may find such a change in their finances, between the first suggestions of the work and the presentment of the bids; that what was prudent at the first period, may become wasteful extravagance at the last; they may have no funds to appropriate for such purposes, or the lowest bids may far exceed the sums which the law allows them to appropriate; for these and other reasons the power is reserved to them, who are to incur and pay the debt; to decide whether they will incur it or not, where the lowest price for which it can be done is

presented to them. Besides, these various laws were made, not to give a right to the lowest bidder to have a contract made with him; they were not made for his benefit, but for the benefit of the public alone, and that the public might have the work done at the lowest price.

"In this view of the law, the lowest bidder has no cause of action if the work should now be done, nor any remedy against the Corporation if the work is given to another, though a higher bidder."

But on the other hand, if the contract with Messrs. Fairchild, Walker & Co., should be held to include the work in question, and this portion of the work should be given to Messrs. Baldwin & Jaycox by the confirmation of the award of the Croton Aqueduct Board, it would necessarily subject the city to tedious litigation and heavy damages at the suit of Messrs. Fairchild, Walker & Co., and involve the whole subject in controversy and delay; and this, independent of the difficulties which would be likely to arise in many forms, from having two sets of hostile contractors with their different sets of employees, on the same job. Entire harmony and excellent discipline has hitherto pervaded, as was alleged on the one side, and not denied on the other, on the argument before us. Whether that might not be seriously interrupted by placing new contractors and new laborers on a part of the work which Messrs. Fairchild, Walker & Co. claim as within their contract, is a question which, while it would not of course change the legal construction of the contract, and should not be relied upon as any reason for making the city pay a larger price than it would otherwise be

obliged to, is yet, all other things being equal, legitimate to consider in passing this award.

The Chairman of the Committee has given the subject all the attention which he thinks it demands, and does not see that any additional light will be shed upon it by further examination. He is fully convinced that the Croton Aqueduct Board have acted in good faith, and in a manner which they believed the best interest of the city required, in advertising the gate-houses, &c., and awarding the estimate to Messrs. Baldwin & Jaycox; at the same time he is inclined to the opinion, and cannot see any reasonable doubt, that from the contract and from the practical construction which has been given to it, by requiring or allowing, as the case may be, Messrs. Fairchild, Walker & Co. to construct a portion of the aqueduct and the foundation of the gate-house, the city is precluded from denying to Messrs. Fairchild, Walker & Co., the construction, under their contract, of the gate-houses, &c.

He, therefore, introduces the following resolution:

*Resolved*, That the award of contract made by the Croton Aqueduct Board to Messrs. Baldwin & Jaycox, for building gate-houses and aqueduct for the new reservoir, be not confirmed.

WM. J. PECK, *Chairman Committee*  
*on Croton Aqueduct Department.*

*To the Honorable the Mayor, Aldermen and  
Commonalty of the City of New York:*

GENTLEMEN—The undersigned, contractors for building the new reservoir,

Respectfully remonstrate and protest against the letting of the work for constructing the gate houses of said reservoir, or any part thereof, or any part of the work of said reservoir, to any other parties than the undersigned; and respectfully solicit the attention of your Honorable Bodies to the following, as some of the reasons for such remonstrance and protest.

The contract of the undersigned, duly entered into with your Honorable Bodies by the Croton Aqueduct Department, bearing date the second day of April, 1858, is for the erection and completion of "a good, firm and substantial reservoir;" and the undersigned thereby agree to furnish all the necessary materials, not found on the reservoir ground, for such a reservoir.

This speaks of the reservoir as a whole. The entire thing is, by the contract, to be constructed by the undersigned; and all the parts thereof that are necessary to make it "a good, firm and substantial reservoir." The reservoir is to be delivered into the hands of the city by the undersigned, a complete, entire and perfect work, capable of performing the uses for which it is designed; or, in the words of the contract, "a good, firm and substantial reservoir."

Now, it is respectfully and confidently submitted, that the gate houses, so called, are a necessary part of the reservoir; and can be no more separated therefrom, and separately contracted for, than any other part and parcel thereof.

These two gate houses are a portion of the wall itself. The first specification in the proposed agreement for building these gate houses, as a separate job, states that they "are to be built in the outer reservoir bank"—of course being a part thereof. Without them there would necessarily be two breaks or chasms in the wall and embankment, of about ninety feet each. The reservoir is not a reservoir without them, and it would be utterly incapable of performing the purposes for which it is designed, and wholly useless.

A house is as much a house, without any provision for getting in or getting out—without the necessary apertures in the walls for ingress and egress, and the usual equipment of doors—as this would be a reservoir, without adequate provision, by gate houses, for the transmission of the water.

Surely, if the undersigned should undertake to deliver into the hands of the city, as a completed performance of their contract, a thing they should call a reservoir; but with two chasms in its wall and embankment, of ninety feet in length each, so that the water would run out as fast as it could run in, and with no means of controlling the passage thereof, either in its entrance or its exit, the city would not be obliged to accept it as "a good, firm and substantial reservoir." As well have no wall at all, as one so imperfect and useless.

Nor would it be a reservoir, capable of accomplishing its design, if the undersigned should build a continuous wall, without any opening, for the necessary mechanism to permit the water to flow in and out.

It is respectfully submitted to your Honorable Bodies, that the portion of the structure called gate houses, is just as much, to all intents and purposes, a very part of the reservoir itself, as any other equal portion of the wall and embankment; and that it would be just as appropriate to say that the corners of the edifice should be a separate work, or that the upper stratum of the wall, or of the embankment should be so considered, or that any other necessary and integral portion of the job should be divided off, and called a new and independent undertaking—as to say that these gate houses are distinct from, and not a portion of, that “good, firm and substantial reservoir” which the undersigned have contracted to build.

There are other considerations quite conclusive, as your remonstrants maintain, on the question.

A considerable portion of the work has already been done by the undersigned, in the performance of their contract; that is to say, they have laid the foundation of one, and are preparing that of the other.

Indeed, the thirteenth specification provides, in express terms, for the “excavations for the foundations of the gate houses, and all accessory work,” thus recognizing them as a portion of the work which the contractors were to perform. Can it be said that the undersigned are thus to build a part of the gate houses, and that the residue thereof can be let as a separate job?

Besides, there is but a small proportion of the entire work to be done on these gate houses—to wit, the granite wall and some minor items—but what is expressly provided for by the contract of the undersigned ; for instance, the concrete of the whole work, which, by the contract, is to be done by the undersigned, enters into, and forms a very material item in the construction of the gate houses. Indeed, we have already been required to put the concrete, under our contract, into the foundation. The same remark may be made of the rubble wall, and the brick masonry, which the undersigned contracted to do, and which enters largely into this portion of the work. And the same thing may be said, as before stated, as to all the work necessary to complete these gate houses, except, indeed, the granite walls and some comparatively unimportant details.

Besides, it must be apparent, that it is indispensable that the embankment and the puddle must go up with the masonry. They must rise together; one cannot be built without the other. They must, therefore, be under one management—one head—and progress together. An in-harmonious and divided council, between two contractors or sets of workmen, having these two parts of the same work in charge, would be productive of inconvenience, delay and harm. One contractor might have fifty men waiting for the other to progress with his department, so as to render it safe for them to begin their work.

If this may be done, we see not why one gate house may not be let to one contractor, and the other to another ; or, indeed, the foundation to one, the granite wall to another; the rubble, the puddle, the concrete, the brick work,



the excavation, &c., &c., each to a distinct contractor—nay, yet further—why other portions of the whole reservoir, the angles, the foundations, the excavations, the embankments, the masonry, &c., &c., may not now be separately contracted for, until the undersigned shall be ousted of all employment, and a hundred different contractors, and sets of workmen, be interspersing collision, difficulty, delays and combats, throughout the entire work.

Again: It is perfectly evident, that under this contract, the city *can require* the undersigned to perform this work; and they cannot refuse. If they should refuse, when so required, it would be in violation of their contract, and cause for their discharge. The undersigned are advised, and feel and know that they would not be justified in refusing, if called on to do it. It is a part of their duty which they may be compelled to perform. Now, there must be reciprocal duties and obligations; and whatever is so much a part of their contract that the undersigned may be required and compelled to perform it, is also so much a part of their contract, that they are entitled to perform it. They cannot, under this contract, be required to perform what they have not also the right to perform. This is not only just in itself, but is in accordance with the practice of the State of New York in similar cases, and has received the sanction of the courts. The charter of the city, in relation to the letting of work by contract, follows the laws of this State; and the analogy, therefore, is strong and complete.

There are no clauses of the charter or of the contract inconsistent with the proposition for which your remonstrants contend.

If the clauses in the contract conferring upon the Croton Aqueduct Department or their Engineer, the power to diminish or to increase the work, are referred to, we reply, these clauses do not give them the power to say *who shall do this increased work*. When the Department or its Engineer shall have determined *what* the increase shall be, and *how* it shall be done, then the contract steps in and declares *who* shall do it. This very clause provides that when such increase shall be decided upon, then the contractors (who take the whole job) shall be paid for it according to *the quantity* done and *at the price* established for similar work *under this contract*.

It is also further provided, that if the work shall be increased, not only by alterations in plan, form or dimension, but by *enlargement* of any part of the same, or by any *contingent work*, &c. beyond *what is provided for in this contract and specification*, such work shall be paid for *at the same rate* as similar work is therein contracted to be paid for; and if such work is not similar to work herein contracted for, it shall be paid for as an extra item, at a price to be agreed upon previously to the commencement of such extra work.

In shorter phrase: the contractors are to build the reservoir—the entire reservoir—with its excavations and accessory work, at certain rates in said contract specified. If the work shall be increased in any manner, by alteration in plan, form or dimensions, or by enlargement, then the contractors are to perform such additional work, and to be paid therefor as follows: if such increased work shall be similar to that contracted for, then at the contract rate; if of a new and dissimilar kind, then at rates to be agreed upon.

There is, it is respectfully submitted, only one fair, just, rational and legal construction to be given to this language; and that is, that the undersigned are to do the whole work of the reservoir, whether of the original plan or of any change, alteration or enlargement in the same; and that it is utterly inconsistent with this language to suppose that large portions of the work, like the erection of these gate-houses or any other one hundred and eighty feet of the continuous wall was designed to be or can be let out to other contractors.

This view is yet further confirmed by the thirty-first specification, which, after estimating by an approximating conjecture, the amount of different kinds of work which it was thought might be necessary, expressly provides that these estimates of amount are not to control, but that other quantities, dependant on developments in the progress of the work, are not estimated: showing, that whatever excess over these estimates might, in the developing stages of the work be required, the contractors should do it.

It cannot be seriously contended, surely, that the section of the city charter (thirty-eight) prohibiting the letting of work, the amount of which in the aggregate exceeds \$250, &c., renders it necessary or proper to advertise for this portion of the reservoir. As well cut the whole job up into fragments, the value of each separate one of which would just exceed \$250, and then claim that each must be separately advertised and let. The undersigned have made a contract to do the work—to build the reservoir in conformity to and in pursuance of the charter and the ordinances. The work has been

advertised and is already provided for under this contract. Therefore, if the Croton Aqueduct Board or their Engineer have power to require the contractors to do the work (and this power is undeniable), then they cannot let to others the work which the undersigned are bound to do on their requisition.

If it shall be claimed that the contract reserves to the Croton Aqueduct Board the control of so much ground as the Engineer may deem necessary for persons employed by them during the construction of the masonry of the gate-houses, &c., no argument is derivable therefrom that the gate-houses are to be constructed by the Board; and if there were, it could only extend to the strict masonry. But it is obvious, that at these points where the reservoir is to be united to the pipes that bring the water in, and to those that are to distribute it without, and which union is to be effected by the Board, that there is work of a peculiarly delicate nature to be done by the Board or under its careful supervision, and which will require the labor of those specially trained in that department; so also it may be said of the grooves in the walls of the wells of the waste pipes, and in the sewers and waste wiers, &c., &c. So that it is evident, that though the whole ground is under the control of the Board, yet that they may think it necessary to have a more special control at those points where this especially delicate work is to be done.

But not to prosecute this reasoning further, it is submitted, with all respect, that the contract of the undersigned embraces all work which the Croton Aqueduct Board or their Engineer may deem necessary to complete the reservoir, and they may be required to do any and

all such work; and on the other hand, they are entitled to do it. And that if your Honorable Bodies should let as a distinct job the construction of the gate-houses, the city will have on hand two sets of contractors, both of which will have the right, as far as the city is concerned, to build the same. The undersigned take the liberty merely to add, that the preparations for the entire work have been painstaking and ample; that they have progressed with it vigorously, and to the satisfaction, as it is believed, of all parties concerned; that the large force under their charge has been kept in perfect order and discipline; that there has not been in this force—averaging twelve hundred men—the first occurrence, to the knowledge of the undersigned, of any fight, quarrel, strike or turn out, or other difficulty, to mar or delay the harmonious labor of the whole. That yet a considerably greater number of laborers will be required for the coming season; and that to insert into the job a new contractor, with a new and large force of laborers, over whom the undersigned can exercise no control, would be not only inconsistent with the spirit and scope of this contract, but would be productive, necessarily, of great inconvenience, delay, discord and expense, which the most prudent management could not possibly prevent.

For the reasons aforesaid, among others, the undersigned respectfully submit to your Honorable Bodies the foregoing remonstrance and protest against assigning or letting to others this portion of your contractors' undertaking.

FAIRCHILD, WALKER & CO.

Dated New York, November 1st, 1858.

The Committee on Croton Aqueduct of the Board of Aldermen, to whom was referred the annexed communication from the Croton Aqueduct Board, with proposals for the erection of the gate-houses at the New Reservoir, respectfully

#### REPORT:

That they have given the subject all the attention it required, and they fully agree with the Croton Aqueduct Board in relation to advertising for the gate-houses, in accordance with the provisions of section 494 of the ordinance of Aug. 15, 1855, and also find that the contract for said work has been awarded to Messrs. Baldwin & Jaycox, who were the lowest bidders, and that all the proceedings had and taken by the department having control of the said work in question, have been strictly legal and in conformity with the provisions of the charter governing the letting of contracts; your Committee accordingly recommend the following resolution for your adoption, viz:

*Resolved*, That the award of contract for building gate-houses and aqueduct for the new reservoir, of hydraulic masonry, be and the same is hereby confirmed to Baldwin & Jaycox, they being the lowest bidders.

T. W. ADAMS, } *Committee on Cro-*  
JAMES OWENS, } *ton Aqueduct.*

CROTON AQUEDUCT DEPARTMENT,  
October 28th, 1858.

*To the Honorable the Common Council:*

The Croton Aqueduct Board herewith present, in accordance with the provisions of section 494 of the ordinance of August 15, 1855, the proposals and estimates received for "building gate-houses and aqueduct for the New Reservoir of hydraulic masonry," with the award of contract for said work, to Baldwin & Jaycox, who have given and performed all the necessary preliminary requirements of the ordinances relating thereto. They also communicate herewith the blank form of the contract to be entered into, after a confirmation of the award by your Honorable Body, and further beg leave to state, that the funds requisite for the payments on said work are provided for by the sale of stock; no further action or appropriation is necessary thereof.

Respectfully submitted,

M. VAN SCHAIK,

*President.*

## CROTON AQUEDUCT DEPARTMENT.

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### NEW RESERVOIR.

#### SPECIFICATION FOR BUILDING GATE-HOUSES AND AQUEDUCT FOR NEW RESERVOIR, OF HYDRAULIC MASONRY.

Sealed proposals for this work, endorsed "Proposals for gate-houses, &c., for New Reservoir," will be received at the office of the Croton Aqueduct Department, until 12 o'clock, M., on the 23d day of October, 1858, at which hour the bids will be publicly opened and read, and the award of the contract made.

The time allowed for the completion of the work, is to the first day of October, 1859, and a penalty of fifty dollars per day as liquidated damages, will be exacted for each day the work may be uncompleted, after the said time has expired, Sundays and holidays only to be excepted.

Persons bidding or estimators are required to state in their bids or proposals, under oath, their names and places of residence; the names of all persons interested with them, and if no other person be so interested, they shall distinctly state that fact. Also, that it is made without any connection with any other person making any bid or proposal for the above work; and that it is in all respects fair, and without collusion or fraud: and also, that no member of the Common Council, head of a department, chief of a bureau, deputy thereof or clerk therein, or other officer of the Corporation, is directly or indirectly



interested therein, or in the supplies or work to which it relates, or in any portion of the profits thereof.

Each bid or estimate shall be accompanied by the consent in writing of two householders or freeholders of the city of New York, with their respective places of business or residence, to the effect that if the contract be awarded to the person or persons making the estimate, they will, on its being so awarded, become bound as his or their sureties for its faithful performance; and that if he shall omit or refuse to execute the same, they will pay to the Corporation of the city of New York any difference between the sum to which he would be entitled upon its completion and that which the Corporation may be obliged to pay to any higher bidder to whom the contract may be awarded at any subsequent letting; the consent above mentioned shall be accompanied by the oath in writing, of the persons signing the same, taken before a Judge of any Court of Record, in this county, that each is a householder or freeholder in the city of New York, and is worth the amount of security required for the above work, over and above all his debts of every nature, and over and above all his liabilities as bail, or security, or otherwise; that he has offered himself as surety in good faith and with an intention to execute the bond required by section 506 of the Ordinance organizing the Municipal Government of the city of New York, and prescribing their powers and duties. The adequacy and sufficiency of the sureties offered to be determined by the Comptroller.

Bidders will state the price in the following proposals for each separate item of the work to be done, by which bids will be tested. These prices are to cover the expense

of furnishing all the necessary materials and labor and the performance of all the work set forth in the agreement.

The engineer's estimate of work to be done is as follows:

- A. 9,560 cubic yards of concrete masonry.
- B. 1,343       "       of brick masonry, in arches of more than five feet diameter supported by centering.
- C. 2,800 cubic yards of all other brick masonry.
- D. 1,370       "       of rubble range masonry.
- E. 2,575       "       of cut range masonry.
- F. 889        "       of dimension cut stone masonry.
- G. 3,061 square feet of cutting of grooves of cut stone masonry.
- H. 437 pounds wrought iron in clamps and bands.
- I. 82 steps of iron stairway.
- L. 17 feet of hand rail on stone steps and landing.
- M. 384        "       vitrified stone pipe of fifteen inches diameter.
- N. 68 feet of vitrified stone pipe of six inches diameter.
- O. 80 feet of vitrified stone pipe of two inches diameter.
- P. 2 sky lights.
- Q. 4,330 cubic yards of earth excavation.
- R. 4,850       "       of rock excavation.
- S. 3,800       "       of embankment and filling.

For further information in relation to the work, apply to George S. Greene, engineer in charge of the work, at the office, on Fifth avenue opposite Eighty-sixth street, where plans and drawings can be seen.

The Croton Aqueduct Board reserve the right to reject all bids, should they deem it to be for the interests of the Corporation of the city of New York to do so.

MYNDERT VAN SCHAICK,	}	<i>Croton Aqueduct Board.</i>
THEO. R. DE FOREST,		
A. W. CRAVEN, Chief Eng'r,		

*President.*  
*Assist. Commissioner.*

CROTON AQUEDUCT DEPARTMENT,

September 27, 1858.

## PROPOSALS

*To the Croton Aqueduct Board, for building the Gate-houses and Aqueduct for the new Receiving Reservoir, between Eighty-fifth and One hundred and first streets. Made by William Baldwin, of Oswego, and John M. Jaycox, of Syracuse, both of the state of New York. Dated New York, October 22, 1858.*

1. We, William Baldwin & John M. Jaycox, do hereby declare, that we, the said Baldwin & Jaycox, are the only persons interested in this estimate; and that no other person than the persons herein named has any interest in this estimate, or in the contract proposed to be taken.

2. We further declare, that this estimate is made without any connection with any other person or persons making an estimate for the same work; and is, in all respects fair, and without collusion or fraud.

3. We further declare, that no member of the Common Council, head of department, chief of bureau, deputy thereof, or clerk therein, or any other officer of the Corporation of the city of New York, is directly or indirectly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof.

4. We further declare, that the names of the persons affixed to the consent hereto annexed, were written by said persons respectively, and that said persons are householders, or freeholders in the city of New York.

5. We have carefully examined the annexed specification and form of contract, and the ground on which the work is to be constructed, and the plans of the same, and we will contract to build the gate-houses, aqueduct, and

their appurtenances, of the dimensions, in the manner and on the conditions required by the specifications annexed, upon the following terms, viz:

(A.) For all concrete masonry, and for all work to be measured and estimated as such, according to the specifications, and for all materials, excepting as herein specified, and all labor therefor, to be measured in the work, three dollars and twenty-five cents per cubic yard.

(B.) For all brick masonry in arches of more than five feet in diameter, supported on centering, and for all materials and labor therefor, to be measured in the work, eight dollars per cubic yard.

(C.) For all other brick masonry, and for all materials and labor therefor, to be measured in the work, seven dollars per cubic yard.

(D.) For all rubble range masonry, to be measured and estimated according to specifications, and for all materials excepting as herein specified, and for all labor therefor, to be measured in the work, four dollars per cubic yard.

(E.) For all cut range masonry to be measured and estimated, according to the specifications, and for all materials and labor therefor, to be measured in the work, fifteen dollars per cubic yard.

(F.) For all dimension cut stone masonry to be measured and estimated according to the specifications, and for all materials and labor therefor, to be measured in the work, twenty dollars per cubic yard.

(G.) For cutting grooves in the wells for waste-pipes, and in the fore bays, and in the waste weirs, and at the

gate openings, for the gate frames, and for all labor therefor, for each square foot of cut surface, sixty cents per square foot.

(H.) For wrought iron clamps and hoops, or bands inserted in the masonry, and for all labor therefor, for each pound, twenty cents per pound.

(I.) For all the stair-way of iron, including posts and hand-rail complete, and set in the masonry, and for all labor and materials therefor, for each step of the stairway, eight dollars per step of the stairway.

(L.) For the hand-railing and posts on platform and stone steps, and for all materials and labor therefor, for each foot of iron rail, six dollars per running foot of hand-rail.

(M.) For vitrified glazed stone pipe, of twenty inches interior diameter, set in the masonry, and for all materials and labor therefor, for each foot of pipe laid, one dollar per running foot.

(N.) For vitrified glazed stone pipe, of eight inches interior diameter, set in the masonry, and for all materials and labor therefor, for each foot of pipe laid, forty cents per running foot.

(O.) For vitrified glazed stone pipe, of two inches interior diameter, set in the masonry, and for all materials, and labor therefor, for each foot of pipe, fifteen cents per running foot.

(P.) For each sky-light complete, and for all materials and labor therefor, three hundred dollars for each sky-light.

(Q.) For all excavation of earth from the aqueduct trench, including all material to be excavated, excepting

solid rock, which requires blasting, and boulders of the content of more than half a cubic yard, and placing the same in spoil bank, according to the specifications, and for all the labor therefor, twenty cents per cubic yard.

(R.) For all excavation of solid rock, which requires blasting, and of boulders of the content of more than half a cubic yard, and for all labor therefor, one dollar and seventy-five cents per cubic yard.

(S.) For all embankment and filling in and around the aqueduct, west of Eighth avenue, taking the earth from the spoil banks, and for all labor therefor, to be measured in embankments, fifteen cents per cubic yard.

(T.) For hauling earth from the spoil banks, near the new reservoir, for embankment, west of the Eighth avenue, according to the specifications, in addition to the price paid for embankment, for each yard hauled 100 feet, the quantity of earth to be measured in the filling or embankment, half a cent per yard.

And we will further contract to commence the said work, at such times as shall be designated by the Croton Aqueduct Board, and complete the same on the first day of October, 1859, and to authorize the said board to deduct from the moneys which may become due to us under the contract for the above work, the sum of fifty dollars for each day the same may be unfinished, after the time above stipulated shall have expired.

Signed,

WILLIAM BALDWIN,  
of Oswego City, New York.  
JOHN M. JAYCOX,  
Syracuse, N. Y.

*City and County of New York, ss:*

William Baldwin and John M. Jaycox being duly sworn, say, that the several matters stated in the annexed proposals, are in all respects true.

WILLIAM BALDWIN,  
JOHN M. JAYCOX.

Sworn and subscribed to, this 23d }  
day of Oct., 1858, before me, }

HORATIO P. CARR, *Com. of Deeds.*

[This affidavit must be made by the persons bidding for the contract.]

In consideration of the premises, and of one dollar to us and each of us in hand paid, by the Mayor, Aldermen and Commonalty of the city of New York, the receipt whereof is hereby acknowledged,

We, the undersigned, consent and agree, that if the contract for which the preceding estimate is made, be awarded to the person or persons making the same, we will become bound as sureties for its faithful performance; and if the said person or persons shall omit or refuse to execute such contract if so awarded, we will pay without proof of notice or demand, to the said Mayor, Aldermen and Commonalty, any difference between the sum to which such person or persons would have been entitled upon the completion of such contract, and the sum which the Corporation may be obliged to pay to the person to whom the contract shall be awarded; the amount in each case to be calculated upon the estimated amount of the work by which the bids are tested.



In witness whereof, we have hereunto set our hands, this 22d day of October, one thousand eight hundred and fifty-four.

MORRIS EARLE, 97 Front street, N. Y.

E. D. MORGAN, 54 Exchange Place, N. Y.

[This certificate must be signed by the two sureties, with their place of business or residence.]

*City and County of New York*, ss:

The above named Morris Earle being duly sworn, says, that he is a householder or freeholder in the city of New York, and is worth the sum of fifty thousand dollars over and above all his debts of every nature, and over and above his liabilities as bail, or security, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a security in good faith, and with an intention to execute the bond required by section 506 of the ordinance organizing the departments of the Municipal Government of the city of New York, and prescribing their powers and duties.

MORRIS EARLE.

Sworn and subscribed to, before me, }  
this 22d day of Oct., A. D. 1858. }

HENRY E. DAVIES, *Judge Supreme Court.*

*City and County of New York*, ss:

The above named Edwin D. Morgan, being sworn, says, that he is a householder or freeholder in the city of New York, and is worth the sum of fifty thousand dol-

lars over and above his debts of every nature, and over and above his liabilities as bail, or security, or otherwise, being the amount of the security required for the completion of the contract above referred to; that he has offered himself as a security in good faith, and with an intention to execute the bond required by section 506 of the ordinance organizing the departments of the Municipal Government of the city of New York, and prescribing their powers and duties.

E. D. MORGAN,

Sworn and subscribed to, before me, {  
this 22d day of Oct., A. D. 1858, }

HENRY E. DAVIES, *Judge Supreme Court.*

[Each of these depositions must be signed by one of the proposed bondsmen, and sworn to before any Judge of a Court of Record in the county of New York.]

Adequacy and sufficiency of within sureties approved  
Oct. 27, 1858.

A. C. FLAGG, *Comptroller.*

## CONTRACT AND SPECIFICATION

This agreement, made and concluded this       day of  
                , in the year one thousand eight hundred and fifty-  
eight, by and between the Mayor, Aldermen and Com-  
monalty of the city of New York, by the Croton Aque-  
duct Board, of the first part, and       of       contractor of  
the second part:

To prevent all disputes and litigation, it is further agreed, by and between the parties to this contract, that said engineer shall, in all cases, determine the amount or the quantity of the several kinds of work which are to be paid for under this contract; and he shall determine all questions in relation to lines, levels and dimensions of work; and he shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said contractors; and his estimate and decision shall be final and conclusive.

And it is further agreed by the parties to this agreement, that whenever the engineer aforesaid shall be unable to act in consequence of absence or other cause, then the principal assistant employed under him, when required by the Croton Aqueduct Board, shall perform all the duties, and is vested with all the powers herein given to said engineer.

#### SPECIFICATIONS.

1. The gate-houses are to be built in the outer reservoir bank, and at the ends of the central bank of the new reservoir, situated in the Central Park in the city of New York, between Eighty-fifth and Ninety-seventh streets, and the aqueduct will extend from the reservoir bank near station 53½ through the Central Park and Ninety-second street to such point, about fifty feet east of the existing aqueduct, as the engineer may designate, according to the plans on file in the office of the Croton Aqueduct Department, subject to such modifications as may be made by the engineer acting under the directions of the Aqueduct Board.

2. All work shall, during its progress and on its completion, conform to the lines and levels which may from time to time be given by the engineer and his assistants; and all angles and faces on the work, shall be dressed true and even, according to the lines and levels given as the work progresses.

3. The work required is to excavate the aqueduct trench west of the Eighth avenue, and to prepare the ground for the foundations, and to build the north and south gate-houses, pipe-vaults, and connecting aqueduct, and their accessories, of the new reservoir, and to make the filling or embankment west of the Eighth avenue, and to furnish all materials, excepting as is herein otherwise specially provided for, and all labor, tools, implements, and whatever may be required by the plans and specifications, or by any changes in the plans as provided for in this contract.

4. (a) The aqueduct trench will be excavated from the east side of the Eighth avenue to a point, about fifty feet east of the existing aqueduct, near the Ninth avenue.

The excavation will be in earth and rock.

(b) The earth will be excavated to the rock with the width of the rock cutting, and with slopes of one and a half base to one vertical, the earth being placed in spoil bank in such manner and form as the engineer may direct.

(c) The rock will be excavated to the width of not less than nine feet with vertical sides. In measurements for rock excavation and for concrete masonry, which will fill the space of the excavation in rock on the sides of the aqueduct, the width of ten feet will be allowed as

compensation for the necessary irregularities in the rock cutting, and six inches will be allowed on the bottom of the excavation beyond the required cutting in like manner. All loose rock will be removed from the excavation, unless otherwise directed by the engineer.

5. (a) When that portion of the aqueduct west of the Eighth avenue shall be prepared for covering, all the space around and over the masonry will be filled in with earth and such portion of the rock excavated, as the engineer may deem suitable therefor; the material will be spread in layers of not more than six inches in thickness, and will be rammed or rolled to such extent as the engineer may direct, with rollers or rammers like those used in the construction of the new reservoir.

(b) The embankment and filling will be four feet above the masonry of the aqueduct, and will be eight feet wide on top, with side slopes of one and a half base to one vertical.

(c) Should there be a deficiency of earth for the embankment, earth for that purpose will be taken from such spoil banks near the new reservoir, and hauled on such route as the engineer may designate; the contractor will be paid half a cent per cubic yard for each one hundred feet of distance hauled, in addition to the price paid for embankment; the earth to be measured in embankment. The embankment will be raised to the height of the grade of Ninety-second street if required.

(d) All rock or earth not used in embankment will be removed from the ground by the contractor, unless otherwise directed by the engineer.

6. All blasting will be conducted in conformity with the ordinance of the city of New York, directing the manner of blasting and the precautions to be taken below or south of Eighty-sixth street.

#### SOUTH GATE-HOUSE.

7. (a) The south gate-house will be located at the end of the centre bank near Eighty-sixth street. It will be eighty-three feet long, forty feet wide, and forty-two feet high above the floor of the pavement of the back bays.

(b) There will be two divisions, connecting with the east and west divisions of the reservoir, each subdivided into fore and back bays.

(c) The fore bays will be separated by a wall fifteen feet wide, and the back bays by a wall nine feet wide.

(d) The back and fore bays will be separated by the gate wall, six feet wide, in which will be situated the service gates.

(e) Four buttresses, each four feet wide, will extend across the back bays from the gate walls to the rear walls. These buttresses will be sixteen feet six inches high, and supported on arches.

(f) An arched passage way nine feet wide and five feet high on the sides, will connect the back bays; a counter arch will be built under this passage-way. The sides and bottom of the entrances will be lined with granite.

(g) In the fore bays there will be four partitions of granite, each two feet wide, extending across the fore bays, from one foot below the pavement to the top of the coping; these partitions will be braced by granite beams one foot square, inserted six inches into the walls.

(h) There will be two sets of grooves cut in the partition and side walls of all the divisions of the fore bays.

(i) A set of granite sills will be placed in the pavement at each of the two sets of grooves in each division and on the outside of the fore bays.

(j) The outer sides of the fore bays will be closed by a wall commencing about eighteen feet above the paving. It will be supported by stone arches of sixty degrees, and of seven feet radius; the inside of this wall will be faced with a vertical brick arch one foot thick. The outside wall will be connected with the brick wall by leaders over the crown of the arch, and over each pier and abutment, in each third course. The outer face wall will be of cut range masonry one foot thick, exclusive of the headers; the headers will be smooth hammer dressed where they extend through the brick wall.

(k) There will be six lower gates, two feet six inches by five feet, and two upper gates two feet by five feet in each division. All the gate passages will be lined with granite, of the dimensions hereinafter stated.

(l) There will be two waste pipes three feet diameter; six draw-off or service pipes of four feet diameter; each pipe will have a square opening, lined with granite, for the water passages, and a granite mouth piece with a curved bell-shaped opening; with a well extending from the floor of the water passages to the top of the gate-house.

(m) The wells for the waste pipes will have grooves for the gates cut on the sides throughout their height.

(n) In the centre wall there will be a circular waste well, three feet in diameter, beveled at the top to four feet;



the lower part of the well where the waste culvert enters, will be, on one side, right-lined. The top of the well will be nine feet below the floor or coping of the gate-house, and the well will be forty-one feet in height.

(o) A waste weir will be constructed in the wall between the fore bays; it will be eight feet high by six feet wide, and eleven feet six inches long, extending over the waste well.

(p) There will be an opening or well from the waste passage through the coping, two feet six inches by six feet, with grooves on both sides of the waste weir for the flush boards.

(q) There will also be a circular opening over the waste well two feet in diameter.

(r) In all the openings, in the coping, of the pipe-wells and entrances to waste weir and waste well, a recess will be cut to receive a cover or grate.

(s) From the lower part of the waste well, there will be a circular waste culvert of four feet interior diameter, connecting with the culvert or sewer now built.

(t) There will also be a drain of vitrified stone pipe, of six inches interior diameter, with curved elbows, extending from the middle of each of the back bays, to the four feet culvert, with a vertical opening, through a granite block placed in the floor.

(v) Over each of the service-pipes there will be a brick arch, which will be filled in with brick work or concrete after the pipes are laid.

(w) There will be a waste way in the central bank adjacent to the gate-house, six feet wide, two feet deep

below the top of the centre bank, with two sets of grooves for flush boards.

(x) The top of all the walls and the space over the waste weir and stair-way, will be covered by cut granite coping, that over the walls will be nine inches thick, that over the waste weir will be one foot thick, and that over the stair-way will be one foot six inches thick.

(y) All the area of the gate-house not covered with granite, will be paved with brick eight inches deep, in two courses. In the central partition, there will be a stair-way with stone steps three feet wide, from the coping of the gate-house to the well and stair-way leading to the pipe vault.

#### NORTH GATE-HOUSE.

8. (a) The north gate-house will be located at the north end of the central bank.

(b) It will be seventy-two feet long, and forty feet wide, and above the floor of the pavement of the back bays forty-two feet high, with a projection containing the induction gates, twenty-seven by twenty-two feet.

(c) The divisions and arrangements will be similar to those of the south gate-house, so far as relates to distribution and waste-pipes, pipe vaults and communications.

(d) There will be eight lower and four upper gates; two waste-pipes and four distribution or service-pipes, of three feet diameter.

(e) The partition between the fore bays will be twenty-two feet wide, and that between the back bays eighteen feet wide. The aqueduct will be built on the north side

of the gate-house, and carried through the aforesaid partition to the induction gate chamber.

(f) The induction gate chamber will be twenty-two feet long, eleven feet wide, and thirteen feet deep. The outer walls will be five and a half feet wide.

(g) There will be five gates five by three feet on each side, communicating with the two divisions of the reservoir.

(h) From the south end of this gate chamber there will be a waste weir five feet wide, connecting with a semi-circular waste well on the south side of the gate-house.

(i) This well will connect with a culvert of four feet interior diameter 34 feet long; this last culvert connects with another waste well four feet square, placed in the centre wall of the gate-house, descending four feet below the level of a culvert placed below the floor of the passage between the back bays, of four feet interior diameter.

(j) This last named culvert will extend to the waste-drain to be built from the north gate-house.

(k) There will be a waste gate from the aqueduct to the waste-well which is placed in the middle partition.

(l) There will be openings in the coping over the aqueduct, and over the flush boards of the waste-weir; otherwise than herein described, the north gate-house will be arranged and built like the south gate-house.

9. (a) The canals leading from the reservoir basins to the fore bays will be lined with support walls; these walls will extend to the height of the paving on the slopes of the reservoir banks.

(b) The coping will be three feet wide and nine inches thick, the faces of the wall will have a slope of two inches base to one foot vertical, the thickness of the walls will vary according to the height of the banks which they are to support.

(c) Where these walls join the gate-house they will be built up with and in connection with the walls of the gate-house.

(d) The face and support walls of the canals leading from the reservoir basins to the north gate-house in rock cutting, will be of such extent and of such thickness as the engineer may direct.

10. (a) On the outer sides of the gate-houses there will be pipe-vaults the interior of which will be of the length of the gate-house, and twelve feet wide, with side walls eleven feet high, covered with a semi-circular arch.

(b) From the pipe-vault there will be arches over the pipes to the wall of the gate-houses, and on the other side over the pipes to the foot of the slopes of the outer banks, or to such extent as the engineer may direct.

11. (a) An arched vault will form the entrance to the pipe-vaults, with a flight of spiral stone and iron steps, placed in a well of twelve feet interior diameter, tapered at top to eight feet diameter, extending from the top of the arch to the top of the bank, where it will be covered with a sky-light.

(b) There will be two bands of iron three inches wide, and one-eighth of an inch thick, placed in the masonry around the well, made of the best American wrought iron.

(c) The iron stairway will connect with a flight of stone steps leading from the gate-house.

(d) The steps of the stairway will be of cast iron, inserted three and a half inches in the wall; they will be at the ends, thirteen inches, and seven and three-quarter inches wide, and thirty-five inches long, exclusive of projections to receive the bolts, the rims will be one inch square, the tread open, of lozenge work, half an inch thick, cut in small pyramids on the top.

(e) The hand-railing will be of gas pipe two inches diameter, three-sixteenths of an inch thick, supported by posts at each step, of one and a quarter inch diameter at bottom, and three-quarters of an inch at top, of wrought iron, passing through the gas pipe by drilled holes, five-eighths of an inch in diameter, having square shoulders to support the railing and the beveled washer, and riveted on the upper side. Each post will go through two steps, a rim or shoulder will be welded on the posts above the upper step to support it, and there will be a screw and nut on the lower side to connect the work. There will be a cast iron pillar between the steps through which the post will pass. The posts will also pass through curved braces of wrought iron thirteen inches, by two and a half by one-quarter of an inch, at each step, forming a truss, the holes in the steps and braces will be bored so as to fit the posts (which must be turned,) with no more than one thirty-second part of an inch space.

(g) On the stone steps and landing, the hand-railing will be of the same form, with the posts inserted four inches in the stone, and sealed with sulphur. The couplings of the hand-rail will be of wrought iron, of the usual

form, projecting not more than one-quarter of an inch from the surface of the rail, with rounded corners.

(h) Detail drawings will show the precise form of the details of the sky-light, and of the stairway, and the quantities of material.

(i) The sky-lights will be formed of an iron frame, of the best cast iron used for such purposes, glazed with the best American plate glass, one inch thick, equal to the specimen at the engineer's office.

(j) The iron frame will be connected to the iron coping by a wrought iron hinge with copper bolt, and it will be furnished with a ring on the side for raising it. The glass will be set with mastic or cement as may be directed by the engineer. The hinge will be bolted to the stone work by three wrought iron bolts, passing through eighteen inches of stone.

(k) The steps of the stairway will of the best cast iron used for such work; the braces, hand-railing, posts and nuts of the railing and other wrought iron will of the best American wrought iron, to be subjected to such inspection tests as the engineer may direct.

(l) The iron work will be of the weight required by the dimensions of the drawings, estimating cast iron at  $\frac{2.6}{100}$  of a pound per cubic inch, and wrought iron at  $\frac{2.81}{100}$  of a pound per cubic inch.

(m) All iron work, when finished, will be submitted to the engineer for inspection, after being cleaned, and before being put together, and before being painted.

(n) Ten days will be given the engineer to make the

inspection, after notice shall have been given him that the whole of the iron work is ready for inspection.

(o) The contractor will furnish means for accurately weighing and testing all iron work; any injury to articles which do not stand the test required by the engineer, will be borne by the contractor; any straightening or restoring of iron work bent or injured in testing, which stands the test, will be borne by the party of the first part of this contract, and paid for on the estimate of the engineer. All of the iron work will be painted with two coats of paint of such colors and composition as the engineer may direct.

(p) The sky-light frames will be subjected to the changes of the weather, under the direction of the engineer, for at least three months before they will be accepted, and before the final payment will be made.

12. (a) From the waste-pipes there will be culverts four feet interior diameter, connecting with the waste-drains, or carried to such extent as the engineer may direct.

(b) In the pipe vault there will be a drain under the service pipes, from the centre drain, which will be two feet square, with circular openings in the covering of the drain at each pipe, for the insertion of a blow-off pipe connected with the service pipes.

(c) The floor and coping of this drain will be of blue stone, four inches thick, and three and a half feet wide, the stones to be not less than four feet long, which will be estimated as cut-range masonry.

(d) There will be a manhole two feet square in each of the four feet drains in the pipe-vault with granite coping,

connected by clamps, of one-inch square iron, covered with blue stone slate, two inches thick and three feet square; these covers will be estimated as cut-range masonry.

(e) Drain holes four inches square will be made in the drains in the pipe vault.

(f) Four air pipes of fifteen inches interior diameter, will be placed in the walls of each gate-house and pipe vault for ventilation, extending from the pipe vaults to the top of the gate houses by holes in the coping.

(g) Drain pipe of two inches interior diameter, will extend from the spandrels of the interior arches to the square culverts.

(h) All air and drain pipe will be of the best quality of glazed vitrified stone pipe, equal to the specimens at the Engineer's office; they will be laid in the masonry, and the joints filled with mortar.

13. Grooves will be cut at all the openings and waste weirs, on the bottom and sides, and in the partitions of the fore bays to double the height of the gate frames, to receive the frames of the metallic gates, and other fixtures.

#### AQUEDUCT.

14. (a) The aqueduct will be built from the Reservoir bank in the Central Park, and in Ninety-second street to a point about fifty feet east of the existing aqueduct.

(b) The aqueduct will be six feet nine inches wide at bottom, with straight sides four feet high, and seven feet five inches apart at top; the bottom to be an inverted arch, with a versed sine of nine inches; the top will be a



semi-circular arch of three feet eight and a half inches radius.

(c) The inner side walls and inverted arch will be eight inches thick. Where the foundation is on rock, the space excavated will be filled with concrete, to the form of the extrados of the inverted arch. The covering arch will be twelve inches thick, which will be covered with concrete two feet and a half thick at the crown.

(d) The arches and inner walls will be of brick masonry. Where the rock does not extend to the top of the masonry, the outside of the walls will be thirteen feet five inches apart, of brick masonry, carried to the height of two feet and a half above the springing line of the top arch; above the springing line of the top arch, the walls will be two feet thick, the spandrels will be filled with concrete.

(e) The aqueduct will be enlarged in the gate house, in passing to the upper level, and to connect with the waste gate.

#### FOUNDATIONS.

15. (a) The foundations will be made at such depth, and to such extent as the engineer may direct; the excavations for the foundations east of the Eighth avenue, will be made by the Croton Aqueduct Board, or by parties acting under their direction.

16. (a) All cleaning of the rock, or of concrete, where it may have previously laid, or earth, or ramming of the earth, or keeping the pits or work free from water, will be done by the contractor for the masonry. No allowance

will be made for any work in preparing the rock, or concrete, or earth for receiving the masonry, or raising water, otherwise than what is included in the price paid for masonry.

17. (a) The foundations will be made with concrete.

(b) When on rock or concrete, the surface will be thoroughly cleaned of all foreign matter, and of all loose or shaken rock, and thoroughly washed and brushed, on which will be laid the concrete, the rock being thoroughly wet.

(c) When the foundation is on earth, the surface will be cleared of any soft or other loose material which the engineer may not deem suitable for the foundation; and the earth thoroughly rammed.

(d) On the beds thus prepared, the concrete will be laid, the surface being previously moistened.

(e) The foundation may, previously to the commencement of the masonry, under this contract, be raised to such height as the engineer may direct.

(f) The work will at all times be kept free from water, by the contractor.

#### MATERIALS.

18. All masonry will be made of the best quality of fresh-burnt Rosendale or Newark cement.

19. Each barrel of cement, after it is delivered on the work, shall be inspected, and it shall not be used until approved of by the engineer.

20. (a) All sand used in the work will be sharp silicious

sand, entirely free from loam, dust, mica or other foreign matter, and will be screened to such size as the engineer may require.

(b) The sand will be washed, should the engineer require it.

21. (a) Broken stone for concrete, will be broken to pass through a circular two-inch ring by its largest dimensions, mixed with the smaller stone resulting from breaking, not less than one quarter of an inch in their smallest dimensions.

(b) It will be entirely free from dust, fine sand, or any foreign matter.

(c) The faces of all the stones to be made clean and free from earth.

(d) The stone will be hard, and not soft or crumbling on its surface. Friable mica slate, gneiss, or sand stone, will not be used. Mica slate and gneiss will only be used when specially authorised by the engineer.

(e) The stone will be washed, if necessary to make it clean.

22. (a) All brick will be weather brick of uniform texture, hard-burnt entirely through, free from cracks, lime or other impurities, which will affect them in water, not vitrified, with straight and even surfaces, and square angles, uniform in size, of the usual dimensions of eight-inch brick, not less than seven inches and five-eighths long, and in all respects suitable for the best quality of draulic masonry. Bats or broken bricks will only be used to break joints.

23. All brick are to be culled as they are brought to the ground, and are to be subject to the inspection, and if not approved of, to the rejection of the engineer; and the contractor will, at any time when requested, place at the disposal of the engineer so many men as may be required to overhaul and examine the bricks, and any rejected bricks are to be immediately removed from the ground by the contractor. Such men are to be at the expense of the contractor.

24. Stone for rubble range masonry will be of granite or gneiss, of hard, firm texture, free from iron or seams of mica.

25. Stone for cut range masonry will be of granite, perfectly sound, free from iron rust, and of uniform appearance and texture, and equal in all respects to specimen No. 4, in the engineer's office.

26. Granite for dimension cut-stone masonry will be of Eastern granite, of uniform grain and texture, and appearance equal in all respects to the specimen of granite exhibited at the engineer's office marked No. 1.

27. The mortar will be composed of two parts of sand, and one of cement; the materials will be mixed dry, and tempered with such quantity of clean fresh water as the engineer may from time to time require. No mortar will be used after having been made more than two hours, nor after having set.

#### MASONRY.

28. (a) All masonry will be hydraulic masonry, of the best quality.

(b) Concrete will be used for foundations and for floors

of pipe vaults, and for the interior of walls, to a certain extent, and for the covering of the aqueduct.

(c) Brick masonry will be used for face walls, and partially for the body of walls and for arches, excepting the arches over entrance to fore bay, and entrance of culverts into waste wells.

(d) Range rubble masonry will be used for the back of the support walls of the canals, and for walls of gate-houses covered by embankment.

(e) Range cut masonry will be used for the face walls of the canals and partially for the outside walls of the gate-houses and waste pipe wells and waste weirs, and the side walls of the fore bays.

(f) Dimension cut stone masonry will be used for entrance to pipes, gate passages, partitions, in fore bays, braces, sills, waste weirs, coping, &c., according to bills furnished. No work will be estimated as cut-stone masonry which is not specified in the bill of dimension stone.

29. (a) Concrete will be formed of broken stone, as herein described, mixed with cement mortar, in such proportions as the engineer may from time to time direct; the mortar will cover every part of the stone, and be not more than ten per cent. in excess above the void space of the broken stone.

(b) The whole to be thoroughly mixed and used immediately after mixing, the stone being wet immediately before being mixed.

(c) The concrete will be laid in beds of six inches, which will be varied by the engineer whenever necessary

to bring the surface to any required level. Each bed will be rammed to such extent as the engineer may direct, so as to consolidate the concrete and to bring the mortar to the surface.

(d) Whenever the space occupied by concrete is sufficiently large, the engineer will, at his discretion, allow larger stones of the kind used for range rubble masonry, to be inserted in the concrete; each stone to be well bedded in and covered with mortar and well packed with concrete, all of which will be measured for and estimated as concrete.

(e) Wherever concrete comes in contact with other masonry, the surface against which it is to be placed will be covered with a coating of mortar well compacted, immediately before laying the concrete, which will be measured and estimated as concrete. Where the concrete is to form part of the walls, the masonry will not be carried more than one foot or one course of stone in advance of the concrete.

(f) The surface of concrete as soon as formed will be covered with boards or canvass to prevent injury.

(g) The sides of the concrete, whenever it may be required, will be supported by boards or forms.

30. (a) All brick will be thoroughly wet by immersion, immediately before being laid, unless otherwise ordered by the engineer.

(b) All brick will be laid in full mortar joints on the bottom, sides and ends, which will be done by one operation, by pressing the brick into the mortar.

(c) Filling in a joint after a brick is laid, will in no instance be allowed.

(d) All brick work will be lined at least in every second course, and the whole width of any brick wall will be carried up together, course by course, and bonded in such manner as the engineer may direct.

(e) All joints, excepting on the lower sides of arches, supported on centering, will be struck as the work proceeds. Whenever the brick work connects with the stone work, excepting concrete, the stone work will be built in advance of the brick work.

31. (a) Range rubble masonry will be constructed of stones not less than ten inches in thickness, nor less than two and a half feet in depth; they will be cut or pointed to a true and even surface on their beds to the full size of the stones, and the builds cut so as to make a joint not more than three quarters of an inch, for a distance of one foot from the face.

(b) The angles of the face with the beds and builds will be distinctly cut. In each three feet in height, and at distances of not less than six feet, headers will be inserted not less than one foot and a half wide, one foot high, and four feet long.

(c) The face of the stones may not be trimmed off, but the alignment of the face will be preserved at the joints.

(d) In measuring this work, two and a half feet from the lines of the face will be estimated as range rubble work; all beyond the two and a half feet will be estimated as concrete. No projections beyond the lines of the face will be measured.

(e) The natural beds of all stones will be laid horizontal.

32. (a) Range cut masonry will be constructed of courses of eight to sixteen inches in height, and beds alternately two feet and three feet deep, and of lengths averaging three feet, and not less than two feet. In each alternate course, at distances of not more than six feet, or the space occupied by two stretchers apart, there will be headers not less than five feet long, and of the full dimensions of the face of the stone for the entire length.

(b) All stones in the same course will be of the same height.

(c) Each stone will be cut on its lower bed to the full size of the stone: no part of any stone will project over its lower bed excepting on the face.

(d) All stones shall be of the dimensions in height and breadth of the face, to the depth of one and a half feet from the face, and for the remainder of the depth they may diminish in height, provided that no part of any stone shall be less than six inches in height, and the depth of the base of each stone shall be that required for the course in which it is placed.

(e) The joints on beds and builds shall not exceed three-eighths of an inch in thickness to the depth of one and a half feet.

(f) The joints on builds beyond one and a half feet from the face of the wall may be three quarters of an inch.

(g) On the face and beds and builds of each stone, an arris will be cut one inch wide on the face, and two inches wide on beds and builds, forming a sharp and well defined angle. Like specimen No. 4, in the engineer's office.



(h) The surface on the face shall not project more than three inches beyond the arris.

(i) On the face of the wall of the entrance of the pipes, and of the waste pipe wells, and of the fore bays and of the waste weirs and waste wells of the gate-houses, the face of the stone will be pointed off to an even surface, projecting not more than half an inch between the arris.

(j) On the beds and builds the surface will be pointed off to a true and even surface similar to specimen No. 2, in the engineer's office.

(k) In measuring this work, two and a half feet will be allowed, together with the headers extended beyond that distance, and estimated as range cut masonry; all beyond the two and a half feet from the arris in the face, will be estimated as concrete.

(l) No projections on the face of the wall beyond the arris will be measured.

(m) The circular walls of the waste wells will be formed of courses alternately one and a half and two and a half feet deep, with beds to the depth of one and a half feet, and vertical joints of one foot. Two feet in depth will be allowed in the measurement of this wall.

(n) One foot in thickness will be allowed in measuring the face wall over the fore bays, together with the headers.

(o) The cut range masonry of the walls between the wells of the waste pipes and the fore bays and to one foot beyond the sides of the wells, will be constructed of stones, passing entirely through the walls in each alter-

nate course, and in intermediate courses of two stones one and a half feet wide dressed to the full dimensions of the wall. And where the walls are two feet thick, the stones of every course will extend entirely through the walls, and be dressed on both sides. No vertical joints will be made on the face of the wells, nor for six inches on either side. These portions of the wall will be estimated to the actual dimensions of the work. Where the walls are less than five feet thick, and faced on both sides with stone range masonry, the measurements will be only to the actual quantity of masonry. In measuring face walls round angles and curves, the measurements will be made on the middle line of the width on which the estimate is to be made.

33. (a) Dimension cut stone masonry will be constructed of dimension stone, as before specified. The stones will be cut to precise dimensions, which will be furnished for each stone.

(b) All beds and builds to be cut to a smooth surface, to the depth of two inches, on the edges next to the faces of the stones, and an arris one inch wide in the same manner on the faces. Between the arris on the faces, the surface will be pointed off to an even surface, so as not to project more than half an inch beyond the surface of the arris. Like specimen No. 2, in the engineer's office.

(c) On beds and builds the surface will be pointed off to a true and even surface.

(d) On the vertical sides and tops of stone adjacent to brick work or concrete, the surface will be cut only to the distance of eight inches from the outside face of the brick wall.

(e) On the outer sides of the gate openings, openings for pipes, and the openings of the passage between the back bays, the granite will be fine cut, for the distance of four inches from the edge. Like specimen No. 3, in the Engineer's office.

(f) All this dimension cut stone work will be laid with a joint of one quarter of an inch, and the mortar in all seams, between stones, will be scraped out to the depth of two inches, and after the mortar has sufficiently set, caulked with mortar made of cement, and powdered silicious sand.

(g) In measuring dimension cut stone masonry, the rectangular shape of the stones will be estimated with the dimensions required for the plan, together with the joints; any projections within the walls, beyond these lines, will be estimated as concrete.

(h) The surface of the coping for the gate-houses, and canal walls, will be cut, like specimen No. 1, in the Engineer's office.

34. (a) The grooves in the walls of the wells of the waste pipes, and all the grooves in the fore bays and waste weirs will be fine cut.

(b) The mouth-pieces for all the pipes will be fine cut on the curved faces, and for the waste pipes on the outer vertical faces also. The mouth-pieces will be cut, so as to fit the cast iron pipes which will be inserted in the stone two inches.

35. (a) Whenever the engineer may deem it necessary, forms will be set by the contractors to guide the alignment of the masonry.

(b) The stones in the partitions of the fore bays will be

connected by wrought iron clamps, inserted in the stone, and sealed and covered with cement.

(c) The clamps will be two inches square, of the best American wrought iron, capable of being bent cold to an angle of forty-five degrees, without cracking, on a two-inch circle.

(d) Clamps will be delivered at least ten days before being required for use, to allow time for inspection.

36. (a) All stones will be lowered to their places, by being suspended from cranes or dericks, being supported parallel to their beds by hooks or lewis.

(b) All stone for dimension cut stone masonry, will be lowered to their places before the mortar is placed, to see if they fit, and then raised to receive the mortar. No levers or bars will be used in moving them on their places.

(c) Stone or other materials will not be placed on the masonry already built.

(d) The practice of raising one side of the stone, to place mortar under it, will not be allowed.

(e) All the materials will be laid in full mortar joints, and all stone will be set with wooden rammers or mallets, when required.

(f) Wherever brick work is to come in contact with earth, it will be covered with a coating of cement mortar three eighths of an inch thick, well compacted, which will be measured and paid for as brick work.

(g) All masonry will be covered with canvas, wetted if deemed necessary, or with boards to prevent too rapid drying.

(h) In winter the masonry will be covered, to protect

it from the weather and from frost, to such extent as the engineer may direct.

(i) Stones will not be cut or dressed after being laid in the work, unless specially authorized.

37. The cast iron service and waste pipes will be furnished and laid by the Croton Aqueduct Board.

38. (a) Whenever the masonry is sufficiently advanced, in the opinion of the engineer, to receive the iron pipes and their appurtenances, the masonry will be suspended to such extent as the engineer may deem necessary, in order that the pipes may be laid by the Croton Aqueduct Board; they will be laid in their places on wooden blocks.

(b) The space under the pipes will be filled with concrete by the contractor, and when it is sufficiently set, the blocks will be removed by him, and the whole pipe bedded in concrete. Where the pipes pass through the walls, the wall will be made to fit the curved surface of the pipe.

(c) In the pipe vaults, and in the open arches, the pipes will be supported by concrete, in such manner and form as the engineer may direct.

39. (a) In order to carry on the masonry under this contract, at the same time, and in connection with the earth work of the reservoir, now under contract with other parties, and to secure to the parties working under both contracts, all the advantages of the use of the ground consistent with the steady advancement of the work under both contracts, and as the contract with Messrs. Fairchild, Walker & Co. reserves certain rights for the use of ground for the construction of the masonry, the engineer will, from time to time, assign so much ground, or the partial

use of so much ground, as he, under existing circumstances, may deem necessary, for the use of the contractor in constructing the work.

(b) The contractor will place the materials, tools or implements on the ground, within the control of the Croton Aqueduct Board, only on such space as may be assigned to him by the engineer, for that purpose, and will remove any such incumbrances whenever required to do so by the engineer.

(c) As the masonry advances, the engineer may cause the embankments to be carried on by the contractors for the earth work, in contact with the masonry, and may temporarily suspend the operations or the masonry to accomplish that object; and such directions as the engineer may give for this purpose, will be strictly followed.

40. The contractor will furnish all materials, tools, implements, centering, scaffolding, and whatever else may be required for the construction and protection of the work, of such form and construction as the engineer may direct, excepting only such stone as may be in the vicinity of the reservoir, and under the control of the Croton Aqueduct Board, and which may, by the engineer, be deemed suitable for the work, and which may, by him, be placed at the disposal of the contractor, for construction of the work; such stone will only be used for broken stone and for rubble range work.

41. The contractor is required to erect, in the vicinity of the work, at such points as the engineer may direct, water tight buildings, for the storage of the cement to be used on the work, in which all cement brought to the ground, for the work, shall be stored, till used.

42. All work on masonry is to cease positively on the first day of November in each year, and is not to be resumed until the first of April ensuing, except by written permission of the engineer. No masonry will, at any time, be built, during freezing weather.

43. All masonry shall be covered in winter, to the satisfaction of the engineer, by and at the expense of the contractor, to prevent injury from water or from freezing.

44. BILL OF STONES FOR DIMENSION CUT STONE MASONRY.

- (a) For the mouthpieces for four three feet waste pipes:  
Sixteen pieces, 1 foot 6 inches by 3 feet. 216 cubic feet.
- (b) For the mouthpieces for four three feet service pipes:  
Sixteen pieces, 1 foot 6 inches by 3 feet 3 inches by 3 feet 3 inches. 253.5 cubic feet.
- (c) For the mouthpieces for six four feet service pipes:  
Twenty-four pieces, 1 foot 6 inches by 3 feet 9 inches by 3 feet 9 inches. 506.25 cubic feet.
- (d) For entrance to four waste pipes:  
Four floors, 6 feet 6 inches by 6 feet by 1 foot. 156 cubic feet.  
Four tops, 6 feet by 4 feet by 2 feet. 192 cubic feet. 348.0.
- (e) For entrance to four service pipes 3 feet diameter.  
Four floors, 1 foot by 5 feet 6 inches by 6 feet 6 inches. 143 cubic feet.  
Eight sides, 1 foot 6 inches by 5 feet 6 inches by 4 feet 6 inches. 297 cubic feet.  
Four tops, 2 feet by 6 feet 6 inches by 3 feet. 156 cubic feet. 596.0.

- (f) For entrance to six service pipes four feet diameter:  
Six floors, 1 foot by 5 feet 6 inches by 7 feet 6 inches. 247.5 cubic feet.  
Twelve sides, 1 foot 6 inches by 5 feet 6 inches by 5 feet 6 inches. 544.5 cubic feet.  
Six tops, 2 feet by 7 feet 6 inches by 3 feet. 270 cubic feet. 1062.0.
- (g) For twenty service gates, two and a half by five feet:  
Twenty floors, 1 foot 6 inches by 2 feet 6 inches by 8 feet. 600 cubic feet.  
Twenty-four sides, 2 feet by 6 feet 6 inches by 8 feet. 2496 cubic feet.  
Twenty tops, 1 foot 6 inches by 4 feet 6 inches by 6 feet. 810 cubic feet. 3906.0.
- (h) For eight service gates, two feet by five feet:  
Eight floors, 4 feet by 7 feet 6 inches by 1 foot. 240 cubic feet.  
Sixteen sides, 1 foot by 7 feet 6 inches by 5 feet. 600 cubic feet.  
Eight tops, 4 feet by 6 feet by 1 foot 6 inches. 288 cubic feet. 1128.0.
- (i) One waste gate of aqueduct, three feet by three feet:  
One floor, 1 foot 6 inches by 3 feet by 5 feet. 22.5 cubic feet.  
Two sides, 1 foot 6 inches by 3 feet by 3 feet. 27.0 cubic feet.  
One top, 1 foot 6 inches by 7 feet by 5 feet. 52.5 cubic feet. 102.0.
- (k) Ten induction gates:  
Four brackets, 3 feet by 1 foot by 1 foot. 12 cubic feet.



Ten floors, 3 feet by 7 feet by 1 foot. 210 cubic feet.

Twelve sides, 6 feet by 7 feet by 1 foot 6 inches. 756 cubic feet.

Ten tops, 4 feet 6 inches by 5 feet 6 inches by 1 foot. 247.5 cubic feet. 1225.5.

(l) Waste weir and well, north gate-house:

One front, 12 feet by 6 feet by 1 foot 3 inches. 90 cubic feet.

Two sides, 5 feet 3 inches by 2 feet 6 inches by 1 foot 6 inches. 19.7 cubic feet.

Two sides, 3 feet by 1 foot 10 inches by 1 foot 3 inches. 18.75 cubic feet.

Two sides, 3 feet by 2 feet by 1 foot 3 inches. 15 cubic feet.

Two bottoms, 7 feet by 2 feet by 1 foot. 28 cubic feet.

One bottom, 7 feet by 2 feet 6 inches by 2 feet. 35 cubic feet.

One top, 6 feet by 2 feet by 1 foot 3 inches. 15 cubic feet.

Two tops, 6 feet 3 inches by 4 feet by 3 feet 6 inches. 175 cubic feet.

One top, 5 feet 6 inches by 4 feet by 3 feet 3 inches. 71.5 cubic feet. 462.95.

(m) Waste weir south gate-house, eleven feet six inches by six feet by nine feet:

Two floors, 3 feet 6 inches by 8 feet by 1 foot. 56 cubic feet.

One floor, 5 feet by 8 feet by 1 foot. 40 cubic feet.

One top, 6 feet 6 inches by 8 feet by 1 foot. 52 cubic feet.

One top, 3 feet 6 inches by 8 feet by 1 foot. 28 cubic feet. 176.0.

(n) Waste weir on central bank:

Two posts, 5 feet by 5 feet by 2 feet. 100 cubic feet.

Two floors, 10 feet by 6 feet by 1 foot 6 inches. 180 cubic feet.

One floor, 7 feet by 6 feet by 1 foot 6 inches. 63 cubic feet. 343.0.

(o) Facings for passage between back bays:

Four pieces, 11 feet by 1 foot by 4 feet. 44 cubic feet.

Eight pieces, 6 feet by 1 foot 6 inches by 1 foot. 72. 116.0.

(p) Steps leading to pipe vault:

Thirty-two pieces, 3 feet 6 inches by 1 foot 1 inch by 8 inches. 81 cubic feet.

Seven pieces, 3 feet by 1 foot by 8 inches. 14 cubic feet. 95.0.

Two platforms, 3 feet 9 inches by 5 feet by 1 foot 6 inches. 56.25 cubic feet.

Two platforms, 6 feet by 5 feet by 1 foot. 60.0 cubic feet.

Four posts, 10 feet by 1 foot by 1 foot. 40 cubic feet.

Two caps, 5 feet by 1 foot by 8 inches. 6.66 cubic feet. 162.91.

(q) Four stones for entrance to eight inch drain:

Four pieces, by 3 feet by 3 feet by 2 feet. 76 cubic feet. 76.0.

## (r) Coping for wells:

Eight pieces, 6 feet 9 inches by 2 feet  $4\frac{1}{2}$  inches by 1 foot. 128.25 cubic feet. 128.25.

## (s) Ten arches over four bays, seven feet span:

Ten pieces, 3 feet by 1 foot  $5\frac{5}{10}$  inches by 1 foot 4 inches. 58.33 cubic feet.

Twenty pieces, 3 feet by 1 foot  $7\frac{6}{10}$  inches by 1 foot  $3\frac{2}{10}$  inches. 124.13 cubic feet.

Twenty pieces, 3 feet by 1 foot  $10\frac{4}{10}$  inches by 1 foot  $6\frac{9}{10}$  inches. 173.6 cubic feet. 356.06.

## (t) Four four feet circular arches in waste wells:

Sixteen pieces, 3 feet by 2 feet  $1\frac{5}{10}$  inches by 1 foot 7 inches. 161.5 cubic feet.

Sixteen pieces, 2 feet by 2 feet  $1\frac{5}{10}$  inches by 1 foot 7 inches. 107.66 cubic feet. 269.16.

## (v) Three floors for waste wells:

Two pieces, 6 feet by 6 feet by 1 foot. 72.

One piece, 5 feet by 6 feet by 1 foot. 30. 102.0.

## (w) Thirty sills in fore bays:

Thirty pieces, 7 feet by 1 foot 6 inches by 1 foot. 315 cubic feet.

Two pieces for aqueduct, 9 feet by 1 foot by 1 foot. 18 cubic feet. 333.0.

## (x) Partitions in fore bays:

Eighty braces, 8 feet by 1 foot by 1 foot. 640 cubic feet. 640.0.

## (y) Six partitions in four bays:

Six pieces, 7 feet by 3 feet 9 inches by 2 feet. 315 cubic feet.

Six pieces, 7 feet 2 inches by 6 feet 6 inches by 2 feet. 559 cubic feet.

Eighteen pieces, 6 feet by 6 feet by 2 feet. 1296 cubic feet.

Six pieces, 6 feet by 7 feet 3 inches by 2 feet. 522 cubic feet.

Six pieces, 6 feet by 6 feet 6 inches by 2 feet. 468 cubic feet.

Twelve pieces, 6 feet by 5 feet 3 inches by 2 feet. 756 cubic feet.

Twelve pieces, 6 feet by 6 feet 9 inches by 2 feet. 972 cubic feet.

Six pieces, 5 feet by 6 feet 9 inches by 2 feet. 405 cubic feet.

Six pieces, 6 feet by 4 feet 6 inches by 2 feet. 324 cubic feet.

Six pieces, 5 feet by 4 feet 6 inches by 2 feet. 270 cubic feet. 5887.

(z) Guide blocks for gate rods in gate-houses:

Eight pieces, 1 foot 6 inches by 1 foot 6 inches by 2 feet. 36 cubic feet.

Fifty-two pieces, 1 foot 6 inches by 3 feet 6 inches by 2 feet. 546 cubic feet. 582.0.

(aa) COPING, NINE INCHES THICK.

4 pieces, 9 feet 3 inches by 4 feet 3 inches.

4 " 2 feet 6 inches by 2 feet 3 inches.

4 " 3 feet by 2 feet 6 inches.

8 " 4 feet by 9 feet 3 inches.

4 " 3 feet 6 inches by 9 feet 3 inches.

12 " 3 feet 6 inches by 8 feet 9 inches.

4 " 4 feet by 9 feet 3 inches.

2 " 3 feet 9 inches by 9 feet 3 inches.

4 " 4 feet by 10 feet 3 inches.

- 2 pieces, 3 feet 9 inches by 10 feet 3 inches.
- 2 " 5 feet 6 inches by 3 feet.
- 2 " 5 feet 6 inches by 6 feet 3 inches.
- 2 " 11 feet 9 inches by 6 feet. In pieces of not less than 5 feet.
- 8 " 4 feet 6 inches by 3 feet.
- 8 " 4 feet 6 inches by 6 feet 3 inches.
- 4 " 11 feet 9 inches by 6 feet 6 inches. In pieces of not less than 5 feet.
- 2 " 9 feet 3 inches by 4 feet.
- 2 " 5 feet 6 inches by 4 feet.
- 1 " 5 feet 6 inches by 11 feet.
- 65 feet by 6 feet. In pieces of not less than 4 feet wide.
- 2 " 3 feet 6 inches by 6 feet 6 inches.
- 2 " 3 feet 6 inches by 2 feet 6 inches.
- 2 " 3 feet 6 inches by 3 feet 3 inches.
- 8 " 8 feet by 3 feet 3 inches.
- 2 " 9 feet by 3 feet 3 inches.
- 2 " 5 feet 3 inches by 3 feet.
- 1 " 9 feet by 3 feet 9 inches.
- 1 " 11 feet 9 inches by 7 feet. In pieces of not less than 5 feet.
- 1 " 11 feet 9 inches by 7 feet 3 inches. In pieces of not less than 5 feet.
- 1 " 5 feet 9 inches by 3 feet 9 inches.
- 1 " 6 feet 3 inches by 7 feet.
- 2 " 6 feet 3 inches by 5 feet 9 inches.
- 1 " 5 feet 3 inches by 9 feet.
- 1 " 5 feet 3 inches by 7 feet 6 inches.
- 2 " 25 feet 6 inches by 6 feet. In pieces of not less than 4 feet wide.

- 1 pieces, 3 feet by 8 feet.
- 2 " 11 feet by 6 feet 3 inches. In pieces of not  
than 4 feet wide.
- 2 " 27 feet by 5 feet 9 inches. In pieces of not  
less than 4 feet wide.
- 1 " 3 feet by 6 feet 3 inches.
- 2 " 9 feet 6 inches by 6 feet.
- 622 running feet coping, 3 feet wide, in pieces of not  
less than 6 feet, 1399.5, 3472.65.

(bb)

## COPING FOR MANHOLES.

- 6 pieces, 2 feet by 1 foot by 1 foot—12 cubic feet.
- |   |   |   |   |   |   |     |         |
|---|---|---|---|---|---|-----|---------|
| 6 | " | 4 | " | " | " | —24 | "       |
| 2 | " | 3 | " | " | " | —6  | "       |
| 2 | " | 5 | " | " | " | —10 | " 562.0 |

(cc) Estimated amount of dressed surface on stone for  
dimension cut stone masonry, 56,228 square feet.

45. Quantities estimated for the construction of the  
work on which the comparison of bids will be made.

\*A. 9,560 cubic yards of concrete masonry.

B. 1,343 " of brick masonry, in arches of  
more than five feet diameter supported by cen-  
tering.

C. 2,800 cubic yards of all other brick masonry.

D. 1,370 " of rubble range masonry.

E. 2,575 " of cut range masonry.

F. 889 " of dimension cut stone masonry.

G. 3,061 square feet of cutting of grooves of cut stone  
masonry.

\* These letters refer the quantities to the prices to be bid for the  
work under the same letters in the proposals.

- H. 487 pounds wrought iron in clamps and bands.
- I. 82 steps of iron stairway.
- L. 17 feet of hand rail on stone steps and landing.
- M. 384 " vitrified stone pipe of fifteen inches diameter.
- N. 68 feet of vitrified stone pipe of six inches diameter.
- O. 80 feet of vitrified stone pipe of two inches diameter.
- P. 2 sky lights.
- Q. 4,330 cubic yards of earth excavation.
- R. 4,850 " of rock excavation.
- S. 3,800 " of embankment or filling.

The foregoing are the quantities which have been estimated, approximately, for the construction of the work; they form, however, no part of the contract, and persons bidding are cautioned that the Croton Aqueduct Board do not hold themselves responsible that any of them shall strictly obtain in the construction of the work, and the contractors are required to examine the plans and the ground, and to judge for themselves of the quantity, and other circumstances affecting the cost of the work, and to make their bids for each item, independent of others so far as relative quantities are concerned.

46. In order to enable the contractor to prosecute the work advantageously, the said engineer shall make an estimate, from time to time, not oftener than once a month, as the work progresses, both of work done and materials delivered on the ground to be occupied by said masonry. The estimate for unfinished work shall not be required to be made by strict measurement, but by measuring and estimating, to obtain only an approximate result of the

work done and its value under contract, as compared with the whole contract; and it shall not be required of said engineer to measure at all for work that is in an irregular shape, but he may estimate the quantity of such, on his judgment of the amount of the same. Between the months of November and May, the estimates shall not be made oftener than once in two months, and at no time for a sum less than \$500; and it is expressly understood that estimates shall be made only when the work is prosecuted, agreeably to the provisions of this contract, and with such progress as may be satisfactory to the engineer.

47. The contractors are required to preserve all stakes, and bench marks in their proper positions, until authorized to removed them by the engineer. Any expense incurred in replacing any stakes, or bench marks, which the contractor, or any person working under him, may have failed to preserve, will be charged to the contractor and deducted from the amount to be paid him for doing the work under this contract.

48. The contractor will, during the construction of the work, prevent any materials, excepting materials condemned by the engineer, being taken from the reservoir ground without the direction of the Croton Aqueduct Board.

49. No shanties or other buildings shall be erected on the reservoir ground in charge of the Croton Aqueduct Board, without authority in writing from said Board.

50. Whenever the contractors are not present on any part of the work where it may be necessary to give directions, orders will be given by the engineer, his assistants and inspectors, to and be received and obeyed by the



superintendents and overseers who may have immediate charge of the men employed on the particular work, in relation to which the orders may be given.

51. The contractor shall, when required to do so by the engineer, remove from the work, any overseer, superintendent, laborer, or other person employed on the work who shall refuse or neglect to obey the directions of the engineer, or his assistants, or the inspectors under him, in anything relating to the work, or who shall perform his work in any manner contrary to the specifications and directions of the engineer, or who shall be deemed by the engineer to be incompetent or unfaithful, or who shall commit any trespass on the reservoirs or other property in the vicinity of the work.

52. (a) All work to be done under these specifications, shall be to the satisfaction of the engineer, and all materials and workmanship shall be subject to the inspection and rejection of the engineer, or of the agents authorized to act under him.

(b) The masonry will be cleaned from all rubbish or dirt, whenever required by the engineer, for the purpose of inspection.

53. Inspectors will be placed on the work to observe and direct the manner of construction, and no new party will be put to work on the embankments, masonry, or preparing the ground, or materials, without three days previous notice to the engineer, to provide an inspector for such party.

54. No work is to be considered as accepted, which may be defective in its construction, or deficient in any of the requirements of these specifications, in consequence of any

negligence of any inspector or subordinate engineer, to point out such defect or deficiency during the construction; and the contractor will be required to correct any imperfect work, whenever discovered, before the final acceptance of the work.

55. Any doubt as to the meaning of these specifications, or any obscurity as to the wording of them will be explained by the engineer; and all directions and explanations required, allude to, or necessary to complete any of the provisions of these specifications, and give them due effect, will be given by the engineer.

56. Whenever the word contractor is used in these specifications, or in this contract, it is to be taken and used for the party who has entered into the contract, to perform the work to be done under these specifications, or the legal representative of such party.

57. Whenever the word engineer is used in these specifications, or in this contract, it refers to and designates the engineer who may, by the Croton Aqueduct Board, be appointed for the time being, to have charge of the construction of the reservoir herein specified.

And it is further mutually agreed, by and between the parties to this contract, that the quantities to be paid for shall be measured by the engineer and his assistants, according to the plans and the working lines which may be given, when the work comes up to such line, and no allowance will be made for any excess above the quantity required by such plans or lines, on any portion of the work.

And it is further agreed, that the work shall be commenced and carried on at such parts, and in such order of precedence, and at such times and seasons as may, from

time to time, be directed by the engineer, and all work shall be, in every respect, executed in a thorough and workmanlike manner.

And said party of the second part further agrees, that said Croton Aqueduct Board, or the engineer, may, at their discretion, make alterations in plan, form or dimensions of said work, or may change one kind of masonry for another, or may curtail or enlarge the work to be done, either before or after the commencement of the construction. If such alterations or curtailments diminish the quantity of work to be done, they shall not constitute a claim for damages, or for anticipated profits on the work that may be so dispensed with. If they increase the amount of work, such increase shall be paid for only according to the quantity actually done, and at the price established for similar work under this contract; and the contract will be regarded as completely executed and fulfilled, when the work required by the altered plans is done and paid for, as herein provided.

And it is further agreed, that if the work shall be increased by the enlargement of any part of the same, or by any contingent work which the engineer may deem necessary to facilitate the execution, or render the work in any particular conformable to local circumstances, or which may be deemed by the engineer necessary for perfecting the work, beyond what is provided for in this contract and specifications, such increase shall be paid for at the same rate as similar work is herein contracted to be paid for; and if such work is not similar to work herein contracted for, it shall be paid for as an extra item, at a price to be agreed upon previously to the commencement of such extra work.

And it is further agreed, that no public or private road or building, or other improvement on the ground appropriated for said reservoir, will be obstructed, injured, or removed by the contractor, until special directions shall be given by the engineer to enter upon the same.

And said party of the second part further agree that will not, of or by agent or agents, give or sell any ardent spirits or intoxicating drinks to workmen, or any other person on or near said work, or allow any to be brought on the work by laborers, or any other persons, and will do all in power to discountenance and effectually prevent its use, on or in the vicinity of the work, by any person or persons whatever.

And it is further agreed, that if any material brought on the ground, for the use of the work, shall be condemned by the engineer, as unsuitable for the work, the contractor shall forthwith remove said materials from the work.

And it is further agreed, that if any work shall be condemned by the engineer as defective, or improperly done, such defective or improper work shall be taken down and rebuilt, or the defects otherwise remedied, as the engineer may direct; and if said contractors decline, refuse, or neglect to remove such condemned materials, or to rebuild such condemned work, or otherwise correct the defects, as the engineer may direct, then the engineer may obtain, use and employ, in behalf of the Croton Aqueduct Board, materials, men, animals, tools and implements to do the same, and the expense thereof shall be deducted from any money which may be otherwise due said contractor.

And the said party of the second part hereby covenant

and agree that will give personal attention constantly to the faithful prosecution of the said work. And that will not sub-let the aforesaid work, but will keep the same under own control; that will not assign, by power of attorney or otherwise, any of the moneys payable under this agreement, unless by and with the previous consent of the Croton Aqueduct Board, to be signified by endorsement on this agreement; and that will punctually pay the workmen who shall be employed on the aforesaid work, in current cash funds, and not in what is denominated store pay.

The said party of the second part further agree that if the work to be done under this agreement shall be abandoned, or if this contract shall be assigned by the party of the second part, otherwise than is herein specified, or if, at any time, the engineer appointed by the Croton Aqueduct Board to have charge of the construction of said work, shall be of opinion, and shall so certify in writing to said Board, that the said work, or any part thereof, is unnecessarily or unreasonably delayed, or that the said contractor is willfully violating any of the conditions, or covenants of this contract, or executing said contract in bad faith, they shall have the power to notify the aforesaid contractor to discontinue all work, or any part thereof, under this contract; and thereupon the said contractor shall cease to continue said work, or such part thereof, as said Board may designate, and the said Board shall thereupon have the power to place such and so many persons, and [obtain, by purchase or hire, such materials, animals, carts, wagons, implements and tools, as the engineer may deem necessary, by contract or otherwise, as

said Board may deem advisable, to work at and be used to complete the work herein described, or such part thereof, as the engineer may deem necessary, and to use such materials as they may find upon the line of said work, and to procure other materials for the completion of the same, and to charge the expense of said labor and materials, animals, carts, wagons, implements and tools to the aforesaid contractor, and the expense so charged shall be deducted and paid by the parties of the first part, out of such moneys as may be either due, or may at any time thereafter become due to the said contractor, under and by virtue of this agreement, or any part thereof; and in case such expense is less than the sum which would have been payable under this contract, if the same had been completed by said contractor, then the said party of the second part shall be entitled to receive the difference; and in case such expense shall exceed the last said sum, then the said party of the second part shall pay the amount of such excess to the parties of the first part, on notice from said Board of the excess so due.

And the said party of the second part hereby agree to receive the following prices as full compensation for furnishing all the materials which may not be found on the ground, and for labor in building, moving materials and constructing, and in all respects completing the aforesaid work, and doing whatever is required by the specifications, according to the plan and specifications and the requirements of the engineer under them, and for all incidental or contingent work required by the contract, to wit:

A. For all concrete masonry, and for all work to be

measured and estimated as such, according to the specifications, and for all materials excepting as herein specified, and all labor therefor to be measured in the work cents per cubic yard.

B. For all brick masonry in arches of more than five feet in diameter supported on centering, and for all materials and labor therefor to be measured in the work cents per cubic yard.

C. For all other brick masonry, and for all materials and labor therefor, to be measured in the work cents per cubic yard.

D. For all rubble range masonry to be measured and estimated according to specifications, and for all materials, excepting as herein specified, and for all labor therefor measured in the work cents per cubic yard.

E. For all cut range masonry to be measured and estimated according to the specifications, and for all materials and labor therefor to be measured in the work cents per cubic yard.

F. For all dimensions cut stone masonry to be measured and estimated according to the specifications, and for all material and labor therefor, to be measured in the work cents per cubic yard.

G. For cutting grooves in the wells for waste pipes, and in the fore bays and in the waste weirs, and at the gate openings, for the gate frames, and for all labor therefor, for each square foot of cut surface cents per square foot.

H. For wrought iron clamps and hoops or bands in-

serted in the masonry, and for all labor therefor      cents per pound.

I. For all stair-way of iron including posts and hand-rail complete and set in the masonry, and for all labor and materials therefor      cents per step of the stairway.

L. For the hand-railing and posts on platform and stone steps, and for all materials and labor therefor      cents per running foot of hand-rail.

M. For vitrified glazed stone pipes of fifteen inches interior diameter set in the masonry, and for all materials and labor therefor, for each foot of pipe laid      cents per running foot.

N. For vitrified glazed stone pipe of six inches interior diameter set in the masonry, and for all materials and labor therefor, for each foot of pipe laid      cents per running foot.

O. For vitrified glazed stone pipe of two inches diameter set in masonry, and for all materials and labor therefor, for each foot of pipe laid      cents per running foot.

P. For each sky-light complete, and for all materials and labor therefor      cents for each sky-light.

Q. For all excavation of earth from the aqueduct trench, including all materials to be excavated, excepting solid rock which requires blasting, and boulders of the content of more than half a cubic yard, and placing the same in spoil bank, according to the specifications, and for all labor therefor, to be measured in excavation      cents per cubic yard.

R. For all excavation of solid rock, which requires



blasting, and of boulders of the content of more than half a cubic yard, and disposing of the material according to the specification, and for all labor therefor, to be measured in excavation      cents per cubic yard.

S. For all embankment and filling in and around the aqueduct, west of Eight avenue, taking earth from the spoil banks, and for all labor therefor, to be measured in embankment      cents per cubic yard.

T. For hauling earth from the spoil banks near the New Reservoir, for embankment west of the Eighth avenue, according to the specifications in addition to the price paid for embankment, for each yard hauled one hundred feet; the quantity of earth to be measured in filling or embankment      half a cent per cubic yard.

And the said party of the second part hereby further agree      that      will furnish the said Croton Aqueduct Board with satisfactory evidence, that all persons who have done work or furnished materials under this agreement, and who may have given written notice to the said board before or within ten days after the final completion and acceptance of the whole work under this contract, that any balance for such work or materials is due and unpaid, have been fully paid or satisfactorily secured. And in case such evidence be not furnished as aforesaid, such amount as may be necessary to meet the claims of the persons aforesaid shall be retained from the moneys due the said party of the second part under this agreement, until the liabilities aforesaid shall be fully discharged, or such notice withdrawn.

And the said party of the second part hereby further

agree that the said parties of the first part shall be, and they are hereby authorized to deduct and retain out of the moneys which may be due or become due to the said party of the second part under this agreement the sum of fifty dollars per day as liquidated damages for each and every day the aforesaid work may be uncompleted over and beyond the time hereinafter stipulated for its completion.

And the said party of the second part further agree that will indemnify and save harmless the parties of the first part from all claims, demands, suits or actions of every name and description brought against them, for or on account of any injuries or damages received or sustained by any party or parties by or from the said party of the second part servants or agents in the construction of said work, or by or in consequence of any negligence in guarding the same, or by or on account of any act or omission of the said party of the second part or agents; and the said party of the second part hereby further agree that so much of the moneys due to under and by virtue of this agreement, as shall or may be considered necessary by the Croton Aqueduct Board, shall or may be retained by the said parties of the first part until such suits or claims for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of said Board.

And it is further agreed by said parties to this agreement, that payments shall be made on the estimate of the engineer, which are required by specification 46, of ninety per cent. only of the amount of said estimates.

And it is further agreed, that whenever, in the opinion of

the engineer, the party of the second part hav completely performed this contract on part, said engineer shall certify the same in writing to the parties to this agreement, together with his estimate embracing both stipulated and extra work as herein provided, on which the said party of the second part to be paid.

And it is further expressly agreed, that no money shall become due and payable under this contract, except on the certificate of said engineer, as herein provided.

And that the said party of the second part further agree that shall not be entitled to demand or receive payment for any portion of the aforesaid work or materials, except in the manner set forth in this agreement, nor until each and every of the stipulations hereinbefore mentioned are complied with, and the engineer shall have given his certificate to that effect; whereupon the parties of the first part will, at the expiration of twenty days after such completion and the delivery of said certificate, pay, and they hereby bind themselves and their successors, to pay the said part of the second part, in cash, the whole amount of money accruing to the said part of the second part under this contract excepting such sum or sums as may be lawfully retained under any of the provisions of this contract, hereinbefore set forth, provided that nothing herein contained be construed to affect the right hereby reserved, of the said board to reject the whole or any portion of the aforesaid work, should the said certificates be found or known to be inconsistent with the terms of this agreement, or otherwise improperly given.

And the said party of the second part further agree to commence the work herein contracted for, within            days from the date hereof, and that all work to be done under this contract shall be fully completed and performed on    part by the first day of October, in the year eighteen hundred and fifty-nine.

In witness whereof the parties to these presents have  
hereunto set their hands and seals                            the  
day and year first above written.

For the mayor, Aldermen and Commonalty of the city  
of New York.

Signed and sealed, in }  
presence of                }

KNOW ALL MEN BY THESE PRESENTS, *That we*

of the city of New York, are held and firmly bound unto the Mayor, Aldermen and Commonalty of the said city, in the sum of fifty thousand dollars, lawful money of the United States of America, to be paid to the said Mayor, Aldermen and Commonalty, or their certain attorney, successors or assigns; for which payment, well and truly to be made, we, and each of us, do bind ourselves, and each of our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals. Dated this       day of       one thousand eight hundred and fifty

*Whereas*, the above bounden       by instrument in writing, under       hand and seal bearing even date with these presents,       contracted with the said Mayor, Aldermen and Commonalty to furnish all the materials and labor, excavate for, build, construct, and in all respects complete, in the manner, on the conditions and for the considerations in the annexed and preceding contract mentioned, and contained, a good, firm and substantial masonry, according to the specifications contained in or annexed to said contract, and the plans alluded or referred to in the same.

*Now*, therefore, the condition of the above obligation is such, that if the said       shall well and truly,

and in good, sufficient and workmanlike manner, perform the work mentioned in the aforesaid contract, and complete the same in accordance with the terms and provisions therein stipulated, and in each and every respect comply with the conditions therein contained, then this obligation to be void; or else to remain in full force and virtue.

Signed and sealed }  
in presence of }

ABSTRACT OF BIDS, RECEIVED OCTOBER 23, 1858, FOR GATE-HOUSES, &c., FOR NEW RESERVOIR.

Number of Bid.	NAMES	A	B	C	D	E	F	G	H	I	L	M	N	O	P	Q	R	S	TOTAL AMOUNT.
1	William Baldwin, and John M. Jaycox .....	3,360 cubic yards concrete masonry.	1,348 cubic yards brick masonry in arches.	2,800 cubic yards of all other brick masonry.	1,870 cubic yards rubble range masonry.	2,575 cubic yards cut range masonry.	869 cubic yards dimension cut stone masonry.	3,061 square feet grooves cut stone masonry.	437 pounds wrought iron.	82 steps of iron stairway.	17 feet of hand rail.	384 feet stone pipe, 20 inches.	68 feet stone pipe, 8 inches.	80 feet stone pipe, 2 inches.	2 sky light.	4,330 cubic yards earth excavation.	4,860 cubic yards rock excavation.	3,800 cubic yards embankment.	\$130,927 70
2	John W. Pettigrew .....	3 25	8 00	7 00	4 00	\$15 00	23 00	\$0 00	\$0 20	\$8 00	\$6 00	\$1 00	\$0 40	\$0 15	\$300 00	\$0 20	\$1 75	\$0 15	\$130,927 70
3	James McDonald, John McDonald and Henry Smith....	4 00	7 00	6 50	5 00	19 00	26 00	0 75	0 10	8 00	4 50	1 25	0 50	0 25	300 00	0 20	1 00	0 20	155,411 95
4	A. R. Learned .....	3 00	9 50	8 00	7 00	14 00	37 25	0 80	0 09	6 00	3 00	0 90	0 40	0 15	300 00	0 30	1 50	0 40	176,127 53
5	Porter G. Sherman and John B. Morrell .....	4 00	7 00	6 75	4 75	23 00	39 00	1 06	0 10	7 00	5 00	1 00	0 35	0 15	350 00	0 30	1 50	0 50	176,661 30
6	William Kinney and John R. Halladay .....	4 44	6 50	6 00	7 50	23 75	39 75	0 98	0 07	5 53	3 15	1 50	0 37	0 12	134 00	0 15	1 00	0 20	182,034 06
7	John W. Pettigrew .....	4 25	8 25	8 50	6 50	23 00	40 00	0 98	0 07	5 40	2 70	1 00	0 30	0 12	280 00	0 18	1 12	0 15	185,420 54
8	Egbert N. Fairchild and Stephen C. Walker .....	5 00	10 00	10 00	4 00	20 00	40 00	1 00	0 25	7 00	4 00	1 00	0 25	0 10	150 00	0 18	1 25	0 10	190,474 22
																			193,513 15

Contract awarded to William Baldwin and John M. Jaycox, October 27, 1858.

NAME		RESIDENCE		DATE	
ALLEN, J. H.	1875	CHICAGO, ILL.	1875	1875	1875
ANDERSON, J. W.	1876	CHICAGO, ILL.	1876	1876	1876
ARMSTRONG, J. W.	1877	CHICAGO, ILL.	1877	1877	1877
AUSTIN, J. W.	1878	CHICAGO, ILL.	1878	1878	1878
BALDWIN, J. W.	1879	CHICAGO, ILL.	1879	1879	1879
BALDWIN, J. W.	1880	CHICAGO, ILL.	1880	1880	1880
BALDWIN, J. W.	1881	CHICAGO, ILL.	1881	1881	1881
BALDWIN, J. W.	1882	CHICAGO, ILL.	1882	1882	1882
BALDWIN, J. W.	1883	CHICAGO, ILL.	1883	1883	1883
BALDWIN, J. W.	1884	CHICAGO, ILL.	1884	1884	1884
BALDWIN, J. W.	1885	CHICAGO, ILL.	1885	1885	1885
BALDWIN, J. W.	1886	CHICAGO, ILL.	1886	1886	1886
BALDWIN, J. W.	1887	CHICAGO, ILL.	1887	1887	1887
BALDWIN, J. W.	1888	CHICAGO, ILL.	1888	1888	1888
BALDWIN, J. W.	1889	CHICAGO, ILL.	1889	1889	1889
BALDWIN, J. W.	1890	CHICAGO, ILL.	1890	1890	1890
BALDWIN, J. W.	1891	CHICAGO, ILL.	1891	1891	1891
BALDWIN, J. W.	1892	CHICAGO, ILL.	1892	1892	1892
BALDWIN, J. W.	1893	CHICAGO, ILL.	1893	1893	1893
BALDWIN, J. W.	1894	CHICAGO, ILL.	1894	1894	1894
BALDWIN, J. W.	1895	CHICAGO, ILL.	1895	1895	1895
BALDWIN, J. W.	1896	CHICAGO, ILL.	1896	1896	1896
BALDWIN, J. W.	1897	CHICAGO, ILL.	1897	1897	1897
BALDWIN, J. W.	1898	CHICAGO, ILL.	1898	1898	1898
BALDWIN, J. W.	1899	CHICAGO, ILL.	1899	1899	1899
BALDWIN, J. W.	1900	CHICAGO, ILL.	1900	1900	1900
BALDWIN, J. W.	1901	CHICAGO, ILL.	1901	1901	1901
BALDWIN, J. W.	1902	CHICAGO, ILL.	1902	1902	1902
BALDWIN, J. W.	1903	CHICAGO, ILL.	1903	1903	1903
BALDWIN, J. W.	1904	CHICAGO, ILL.	1904	1904	1904
BALDWIN, J. W.	1905	CHICAGO, ILL.	1905	1905	1905
BALDWIN, J. W.	1906	CHICAGO, ILL.	1906	1906	1906
BALDWIN, J. W.	1907	CHICAGO, ILL.	1907	1907	1907
BALDWIN, J. W.	1908	CHICAGO, ILL.	1908	1908	1908
BALDWIN, J. W.	1909	CHICAGO, ILL.	1909	1909	1909
BALDWIN, J. W.	1910	CHICAGO, ILL.	1910	1910	1910
BALDWIN, J. W.	1911	CHICAGO, ILL.	1911	1911	1911



DOCUMENT No. 14.

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BOARD OF ALDERMEN,

FEBRUARY 24, 1859.

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The following communication from his Honor the Mayor, transmitting the result of the investigation made by the Street Commissioner relative to the accounts of Mr. Isaac Edwards, formerly Collector of Assessments, was received, laid on the table and directed to be printed.

D. T. VALENTINE, *Clerk.*

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MAYOR'S OFFICE,  
New York, February 24, 1859.

*To the Honorable the Common Council:*

GENTLEMEN: The Street Commissioner has furnished to me the result of the investigations made by him of the accounts of Mr. Isaac Edwards, formerly Collector of Assessments, and his deputies, from the time of their appointment to the termination of their offices.

This statement embraces in detail the several assessment lists on which collections have been made, placed in the hands of Mr. Edwards, as well as the several items on the same which have been collected, and on which the deficiency exists, and also the amount of deficiency of each of his deputies.

The work has been done in the most thorough manner, and it shows the total amount of deficiency of the several deputies to be \$41,317 71, as follows:

Samuel Allen.....	\$24,895 01
Robert McKinnin .....	7,506 40
Julius Johnson.....	8,663 79
Robert McGary.....	252 51
Total.....	<hr/> \$41,317 71

Mr. Edwards was in office for three years from January, 1852, to January, 1855. The total amount of assessments placed in his hands for collection was during this time \$4,297,645 32.

Of this sum \$2,876,222 27 was collected and paid to the Chamberlain.

\$1,389,095 36 was returned to Collector of Arrears.

Over charged \$432 95.

DANIEL F. TIEMANN, *Mayor.*

## EXHIBIT

Of all the Assessments committed to ISAAC EDWARDS for collection, as compared with the Original Lists, his Deputies' Returns, and their Condensers, Chamberlain's Receipts, Records of Assessments, and Returns to Bureau of Arrears.

BY

ROBERT H. CLIFFORD,  
GEORGE P. HAYES.

## EXHIBIT

*Of all the Assessments committed to Isaac Edwards for collection, as compared with the Original Lists, his Deputies Returns and their Condensers, Chamberlain's Receipts, Records of Assessments and Returns to Bureau of Arrears.*

## SAMUEL ALLEN, DEPUTY COLLECTOR.

DATE OF CONFIRMATION	TITLE OF WORK.	AM'TS PAID CHAMBERLAIN.	AM'TS RETURN'D TO BUREAU OF ARREARS.	AM'T OF ASSESSMENT.
1853				
Jan'y 10....	11th avenue, filling, regulating and grading, from 29th to 33d streets..	\$12,901 43	\$3,122 36	\$16,023 79
" 17....	Beekman street, widening, from Park Row to Pearl street.....	202,445 00	40,375 00	242,820 00
Feb'y 12....	15th street, flagging, from 1st to 2d avenue.....	50 52	202 23	252 75
" 12....	Bleecker street, flagging, between Sullivan and Macdougall streets....	112 68		112 68
" 12....	10th avenue, sewer, from 29th to 30th streets.....	1,184 07	82 47	1,266 54
" 12....	Fencing lots on Lexington avenue, from 28th to 29th street.....	90 98		90 98
" 12....	East 20th street, sewer, from Avenue A to near 1st avenue.....	309 61	1,477 32	1,786 93
" 12....	54th street, regulating and Macadamizing, from Broadway to 8th ave.	192 70	2,314 08	2,506 78
" 12....	Gouverneur street, flagging, from Division to Henry street.....	561 52		561 52
" 12....	35th street, regulating, from 2d to 3d avenue.....	503 75	33 20	536 95
" 12....	41st street, sewer, from sewer in 9th avenue to 80 feet west.....	2,750 26	1,077 84	3,828 10
" 12....	31st street, sewer, from 50 feet west of 7th avenue, &c.....	4,084 13	1,949 69	6,033 82
" 12....	37th street, paving and flagging, from 5th to 6th avenue.....	1,096 28	620 16	1,716 44
" 12....	Dey street, grading and paving, from Broadway to Greenwich street..	1,178 35	50 90	1,229 25
1854.				
Feb'y 8....	38th street, flagging, from 2d to 3d avenue.....	775 13	697 74	1,472 87
1853.				
April 9....	Leonard street, re-paving and re-flagging, &c., front of Nos. 4, 6, 14, 16, 18 and 22.....	190 83	.....	190 83

"	9	29th and 30th streets, and 3d and Lexington avenues, fencing.....	\$25 30	\$23 55	\$21 85
"	9	31st street, flagging from 6th to 7th avenues.....	431 03	129 69	560 72
"	9	53d street, well and pump between 4th and Lexington avenues.....	133 24	166 33	239 57
"	9	37th street, flagging from 7th to 8th avenues.....	553 21	117 30	670 51
"	9	22d street, flagging between 5th and 6th avenues.....	53 03		53 03
"	9	18th street and 8th avenue, flagging at west corner.....	93 07		93 07
"	23	29th street, flagging between 3d and Lexington avenues.....	138 71	22 92	161 63
"	23	Canal street, regulating, flagging, &c., Nos. 241 and 243, &c.....	313 61		313 61
"	23	Franklin street, curb and gutter, &c., from Courtland alley to Elm st.	138 86	39 47	178 33
"	23	28th street, fencing from 5th to Madison avenues.....	40 90	8 18	49 08
"	23	36th street, paving from 4th to 5th avenues.....	1,453 18		1,453 18
"	23	37th street, regulating from 2d avenue to East river.....	1,299 85	120 50	1,830 35
"	23	35th street, sewer between Madison and 4th avenues.....	1,953 82	1,090 60	3,044 42
"	23	Broadway, regulating, &c., from 46th to 51st streets.....	2,624 51	708 54	3,333 05
May	12	Broadway and 6th avenue, and 24th and 25th streets, fencing.....	60 27	44 80	105 07
"	12	Thomas street, refuelling, and curb and gutter front of Nos. 5, 7, 9, 18 and 25.....	134 69		134 69
"	12	125th street, flagging from 4th to 8th avenues.....	503 04	186 02	689 06
"	23	54th street, well and pump between 9th and 10th avenues.....	115 28	13 28	128 56
July	12	Duane street, sewer from City Hall Place to Chatham street.....	623 53	83 60	707 13
"	12	37th street, well and pump between Broadway and 7th avenues.....	100 72	118 16	226 88
"	21	Broadway, flagging from 36th to 39th streets.....	1,398 26	185 32	1,583 58
"	21	Mulberry street, sewer from Grand to Hester streets.....	1,252 63	110 07	1,362 70
"	21	Crosswalks at intersections of Pine and Front streets.....	258 18		258 18
"	21	45th street, flagging, and curb and gutter from 2d to 3d avenues.....	1,014 14	161 55	1,175 69
"	21	44th street, paving from 11th to 10th avenues.....	915 18	198 90	1,114 08
"	21	18th street, sewer from 9th avenue to near 7th avenue.....	4,875 17	473 15	5,348 32
"	21	18th street, grading, curb and gutter from 10th to 11th avenues.....	3,311 75	3,529 57	6,911 32
Aug't	6	45th street, grading, curb and gutter from 10th to 11th avenues.....	2,566 33	618 30	3,184 63
"	5	49th street, regulating, &c., from 6th to 8th avenues.....	312 75	121 77	434 52
"	6	34th street, flagging from 9th to 10th avenues.....	253 37	112 24	365 61
"	6	83d street, wall and pump between 4th and 5th avenues.....	147 82		147 82
Sept'r	12	22d street, (S. E. corner of) and 3d avenue, receiving basin and culvert	204 53	71 19	275 72
"	12	Rutgers street, flagging between Monroe and Cherry streets.....	1,474 92	83 56	1,558 48
"	12	South street, flagging from No. 234 to 238.....	557 18	200 46	757 64
"	12	Madison street sewer, from Jefferson to Rutgers street.....			
"	12	Mangin street, paving from Rivington to Stanton street.....			
Carried forward.....			\$257,739 75	\$60,812 01	\$318,551 76

DATE OF CONFIRMATION	TITLE OF WORK.	AM'TS PAID CHAMBERLAIN.	AM'TS RETURN' TO BUREAU OF ARREARS.	AM'T OF ASSESSMENT.
1863.	Brought forward.....	\$257,739 75	\$50,812 01	\$318,551 76
Sept'r 12....	Stanton street, paving from Maugin street to East river.....	\$609 45	\$144 84	\$464 61
" 12....	36th street, paving from 7th to 8th avenues.....	1,244 41	618 55	1,862 96
" 12....	34th street, sewer from 5th to 6th avenues.....	7,683 08	662 60	8,345 68
" 12....	Woster street, sewer from Canal to Houston streets.....	8,147 26	1,206 41	9,353 67
" 12....	Hester street, sewer from Eldridge street to Essex street.....	3,802 12	389 25	4,201 37
" 20....	35th street, paving from Broadway to 8th avenue.....	1,588 79	415 91	1,954 70
" 23....	Pearl street, sewer from Perry to Frankfort street.....	1,729 22	166 97	1,896 19
Oct'r 13....	14th street, flagging between Avenues A and B.....	127 77	404 23	532 00
" 13....	19th street, sewer from Avenue A to 1st avenue.....	1,524 63	763 79	2,288 42
" 13....	Rowery, sewer from Broome to Spring streets.....	3,417 91	183 65	3,551 56
" 13....	125th street, setting curb and gutter between 4th and 8th avenues.....	299 19	557 77	856 96
" 13....	Christopher street, sewer from Greenwich avenue to North river.....	10,035 75	1,677 91	11,713 66
" 26....	125th street, filling lots between 2d and 3d avenues.....	1,883 82	118 22	1,949 82
Nov'r 16....	Cherry street, sewer from No. 36 to Franklin square.....	654 39	378 54	1,032 93
" 16....	15th street, sewer from 1st to 2d avenues.....	1,993 05	2,395 11	4,388 16
" 16....	34th street, sewer from 8th to 9th avenues.....	1,564 44	344 22	1,908 66
" 16....	26th street, sewer in 9th avenue to a crown between 8th and 9th av's.....	1,229 86	82 20	1,312 06
Dec'r 7....	Essex street, flagging from Rivington to Stanton streets.....	.....	196 98	196 98
" 13....	Mercer street, flagging from No. 55 to the corner of Broome street.....	.....	470 00	1,890 67
" 13....	Do sewer from Bleeker to Amity streets.....	1,420 67	.....	.....
1864.	2d avenue, flagging from 29th to 31st streets.....	269 20	265 08	534 28
Febr'y 8....	46th street, regulating and grading from Broadway to 8th avenue.....	691 25	382 08	1,073 36
" 8....	8th street, sewer from Avenues C to E.....	1,812 21	176 21	1,988 45
" 8....	Washington street, sewer from Charlton to Spring streets.....	1,405 04	229 82	1,634 86
" 8....	Liberty street, regulating from Broadway to Greenwich street.....	978 40	.....	978 40
" 14....	86th street, flagging from 4th to 5th avenues.....	1,070 55	705 66	2,276 21
1868.	14th street, flagging from 2d to 3d avenues.....	89 77	.....	89 77



DATE OF CONFIRMATION	TITLE OF WORK.	AM'TS PAID CHAMBERLAIN.	AM'TS RETURN'D TO BUREAU OF ARREARS.	AM'T OF ASSESSMENT.
1854.	Brought forward.....	\$363,038 41	\$89,014 78	\$452,053 22
Dec'r 27.....	48th street, grading and regulating from 4th to 6th avenues.....	4,683 49	862 62	5,521 11
" 5.....	Elizabeth street, sewer between Prince and Houston streets.....	684 72	383 84	968 56
Oct'r 27.....	Bleeker street, sewer from Carmine to Christopher streets.....	3,928 54	1,298 73	5,137 27
Nov'r 28.....	48th street, regulating from 3d avenue to East river.....	5,540 16	11,532 53	17,072 69
Dec'r 29.....	Park Place, opening and extension to College Place.....	199,941 00	3,153 00	203,100 00
" 15.....	5th avenue, flagging from 34th to 42d streets.....	1,895 45	236 91	2,132 36
1855.				
Jan'y 15.....	54th street, regulating from 5th to 1st avenues.....	15,248 31	9,965 26	25,203 57
" 27.....	1st avenue and Avenue A, and 19th and 20th streets, filling.....	.....	246 04	246 04
1854.				
Nov'r 28.....	West Broadway, sewer from Duane street to 211 feet southerly.....	639 72	163 80	803 52
" 28.....	Irving Place, flagging sidewalks northwest of 14th street.....	123 68	.....	123 68
" 28.....	Fencing lots corner of 6th avenue and 51st street.....	11 35	42 96	54 31
" 28.....	27th street, flagging, and curb and gutter east of 3d avenue.....	165 08	17 96	183 04
" 28.....	38th street, sewer from 9th to 10th avenues.....	296 25	4,856 67	5,152 92
" 28.....	128th street, grading from 4th to 7th avenues.....	1,730 52	2,257 04	3,987 56
1855.				
Feb'y 24.....	45th street, setting curb and gutter from 6th avenue to Broadway.....	187 95	914 59	1,102 54
Mar'h 31.....	90th street, regulating between 3d and 4th avenues.....	1,293 96	837 39	2,131 35
Feb'y 28.....	4th avenue, flagging between 21st and 24th streets.....	264 30	43 96	308 26
Mar'h 31.....	Trinity place, curb and gutter and flagging south of Recker street.....	279 57	108 41	387 98
" 31.....	Filling sunken lots from 49th to 50th streets.....	800 83	428 59	1,229 42
" 31.....	Do do on No. 202 East 14th street.....	74 30	.....	74 30
" 1.....	Whitehall street, sewer from State street to Bowling Green.....	5,109 95	176 80	5,286 75
May 10.....	Filling sunken lots on 3d avenue E. S., between 51st and 52d streets.....	.....	555 94	555 94
" 10.....	13th street, flagging south, W. S., between Broadway and 3d avenue.....	127 89	186 93	314 82
Mar'h 14.....	51st street, grading, curb & gutter and flagging from 3d av. to E. river.....	574 04	21,286 34	21,860 38



Aug't 15.....	Filling sunken lots on 56th and 57th streets from 6th to 7th avenues...	354 90	691 05	1,045 35
Feb'y 28.....	10th avenue, sewer from 14th to 13th streets.....	5,018 58	497 49	5,511 07
Aug't 14.....	Grand street, sewer from Mercer street to Broadway.....	625 43	.....	625 48
Oct'r 26.....	Elizabeth street, sewer from Hester street to 275 feet south-.....	932 14	315 41	1,247 55
" 26.....	26th street, sewer from 10th avenue to North river.....	3,296 23	1,200 79	4,497 02
" 26.....	Bedford street, sewer from Carmine to Leroy street.....	1,007 36	77 06	1,084 42
" 26.....	Elizabeth street, sewer from Grand to Hester streets.....	938 50	274 49	1,212 99
" 26.....	2d avenue, sewer from 8th street to near 7th street.....	679 82	.....	1,212 99
" 26.....	Dominick street, sewer from Varick to Hudson streets.....	1,965 21	362 81	2,328 02
Dec'r 14.....	2d avenue, fencing, and 36th street.....	53 12	97 35	150 47
Oct'r 26.....	54th street, paving from 7th to 8th avenues.....	258 53	1,000 43	1,318 96
" 26.....	31st street, flagging and relagging from 9th to 10th avenues.....	461 46	305 96	767 42
" 26.....	28th street, flagging from 9th to 10th avenues.....	35 79	200 66	236 45
" 26.....	10th avenue, flagging and relagging from 29th to 30th streets.....	338 42	.....	338 42
" 26.....	Mott street, relagging, curb and gutter Nos. 172 and 174.....	214 10	.....	214 10
" 26.....	Sheriff street, flagging and relagging from Rivington street to E'way.....	647 13	189 00	836 13
Dec'r 12.....	44th and 45th streets, filling from 11th avenue to Hudson river.....	25 14	231 34	256 48
" 12.....	Norfolk street, flagging and relagging Nos. 121 and 123.....	130 62	.....	130 62
" 12.....	Forsyth street, sewer between Hester and Walker streets.....	1,181 96	122 62	1,304 58
" 14.....	31st street, flagging from 7th to 8th avenues.....	540 74	161 31	705 05
" 14.....	Grand street, curb and gutter from Cortlears to Madison streets.....	88 26	46 59	134 85
" 19.....	29th street, fencing from 10th to 11th avenues.....	90 23	455 84	546 07
" 26.....	25th street, flagging between Broadway and 6th avenue.....	177 83	157 88	335 71
" 26.....	13th street, fencing from 2d to 3d avenues.....	25 68	51 02	76 70
" 28.....	84th street, curb and gutter from 3d to 4th avenues.....	446 26	519 12	965 38
" 29.....	30th street, flagging from 10th to 11th avenues.....	309 08	79 80	388 88
" 29.....	4th avenue and 36th street, crosswalks.....	276 07	184 14	460 21
1854.				
Sept'r 7.....	61st street, opening from 3d to 5th avenues.....	2,042 00	502 00	2,544 00
Feb'y 8.....	6th avenue, fencing from 41st to 42d streets.....	13 49	26 79	40 28
Nov'r 23.....	71st street, regulating and macadamizing from 6th to 7th avenues.....	.....	2,277 05	2,277 05
	Carried forward.....	\$628,636 03	\$158,515 09	\$787,171 12

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1853. Jan'y 10..	Brought forward..... Chatham street, sewer from Mott to Walker street..... Deputy's returns of March 14, 1853, wrong de- ducted from assessment.....	..... ..... ..... 40	..... ..... ..... 40	\$23,656 03 4,876, 99 ..... .....	\$158,515 09 133 40 ..... .....	\$787,171 12 5,010 79 ..... .....
Feb'y 12..	Perry street, sewer from Greenwich avenue to North river..... Amount returned Bureau of Arr's by Deputy Map 140 not paid Chamberlain, or returned Bureau of Arrears..... Correct arrears.....	..... ..... \$223 88 53 08 \$381 96	..... ..... ..... ..... .....	..... ..... 9,925 90 ..... .....	..... ..... 381 96 ..... .....	..... ..... 10,308 25 ..... .....
" 12..	Map 86, amount of assessment \$52 53; paid Chamberlain \$52 23, (short)..... 13th street, paving from Avenue B to C..... Amount returned Bureau of Arr's by Deputy Map 45, not paid or returned Bureau of Ar- rears, (short)..... Correct arrears.....	..... 30 ..... \$124 65 1 47 \$126 12	..... 30 ..... ..... ..... .....	..... ..... 1,074 74 ..... ..... .....	..... ..... 126 12 ..... ..... .....	..... ..... 1,200 86 ..... ..... .....
" 17..	8th avenue, regulating and grading from 84th to 108th street..... Amount returned B. of A. by Deputy.....\$20,198 99 Map 83, amount of assessment \$28 57; re- turned to Bureau of Arr's \$28 37.....short 50	..... ..... ..... .....	..... ..... ..... .....	..... ..... 7,172 28 .....	..... ..... 20,206 69 .....	..... ..... 27,402 02 .....



DATE OF CONFIRM'	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENTS.
1853.	Brought forward.....	.....	\$24 19	\$658,881 67	\$180,089 92	\$838,995 78
July 12..	Broadway, grading and paving from 51st to 59th street.....	.....	.....	3,986 56	3,649 18	\$7,637 68
" 21..	Deputy's returns of March 20, 1854, interest deducted from assessment.....	1 98	.....	.....	.....	.....
	Map 53, over paid Chamberlain .....	4	1 94	.....	.....	.....
" 21..	44th street, paving from 3d to 5th avenue....	.....	.....	1,729 67	2,297 35	4,027 22
	Deputy's returns of Sept. 16, 1853, short in footing .....	80	.....	.....	.....	.....
	Map 4 and 5, over paid Chamberlain 30 cents each, ....	60	20	.....	.....	.....
Aug't 6..	11th avenue, regulating, &c., from 43d to 48th street.....	.....	.....	1,747 61	593 73	2,341 74
	Deputy's returns of June 12, 1854, wrong de- ducted from assessment.....	40	40	.....	.....	.....
" 13..	35th street, sewer from 8th to 9th avenue....	.....	.....	3,811 95	1,849 91	5,662 86
	Deputy's returns, Dec. 12, 1853, wrong deduc- ted from assessment.....	1 00	1 00	.....	.....	.....
Dec'r 7..	Fulton street, sewer extension to outside of bulkhead.....	.....	.....	5,586 49	.....	5,729 73
"	Assessed to the city and assessment paid by A. C. Platt to the City Chamberlain; less the Collector's fees \$143 24.....	.....	143 24	.....	.....	.....
1854.	Gansevoort street, sewer from Hudson river to 4th street.....	.....	.....	.....	.....	.....
Mar' 17..	Map 24, short paid Chamberlain.....	02	.....	6,271 46	517 22	6,788 70

\* See \* note at the close of the volume.

May 16..	46th street, sewer from 8th to 7th avenues...	.....	.....	.....	12,222 65	7,954 21	20,223 86
May 41,	paid Chamberlain and returned Bureau of Arrears (over).....	5 00	.....	.....	.....	.....	.....
May 26,	not paid or returned Bureau of Arrears (short).....	5 00	.....	.....	.....	.....	.....
Wards 31,	assessment \$41, paid Chamberlain \$4, short.....	\$37 00	.....	37 00	.....	.....	.....
1863.	4th avenue, opening from 38th street to 135th street.....	.....	.....	.....	.....	.....	.....
Dec'r 8..	Am't returned Bureau of Arrears by Deputy..	\$73,958 60	.....	.....	143,743 82	72,892 60	219,471 00
	The following numbers and amounts are paid Chamberlain and returned to Bureau of Arrears (over returned):	.....	.....	.....	.....	.....	.....
Map 29,	\$347; 28, \$409.....	\$984 00	.....	.....	.....	.....	.....
" 1000,	\$16; 1001, \$17; 1002, \$18; 1210, \$13; 1211, \$15; 1212, \$16.....	95 00	.....	.....	.....	.....	.....
" 1213,	\$16; 1214, \$17; 1215, \$79; 1216, \$36; 1217, \$33; 1218, \$31.....	212 00	.....	.....	.....	.....	.....
" 1219,	\$31; 1220, \$33; 1221, \$36; 1222, \$79; 1223, \$17.....	196 00	.....	.....	.....	.....	.....
" 1224,	\$16; 1225, \$16; 1226, \$15; 1227, \$13; 2623, \$15.....	75 00	.....	.....	.....	.....	.....
" 3103,	\$16; 5189, \$16; 5190, \$16; 5702, \$19.....	67 00	.....	.....	.....	.....	.....
" 2505,	assessment \$18; returned B. of A. \$20	7 00	.....	.....	.....	.....	.....
" 3845,	do 17 do 18	1 00	.....	.....	.....	.....	.....
" 5120,	do 17 do 98	76 00	.....	.....	.....	.....	.....
" 3888,	do 11 do 17	6 00	.....	.....	.....	.....	.....
	Over returned Bur'u of Ar'ts...\$1,719 00	.....	.....	.....	.....	.....	.....
	Carried forward.....	.....	.....	\$207 99	\$337,931 88	\$269,354 12	\$1,110,578 57

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF BUREAU ASSESSMENT.
1853. Dec'r 8..	Brought forward.....	.....	\$207 99	\$537,981 88	\$269,354 12	\$1,110,878 57
	Over return to B. of A. brought forw'd.....	\$1,719 00				
	The following numbers are not paid returned B'n of Arr's:					
	Map 469, \$22; 2531, \$10; 2532, \$11; 8337, \$10.....	\$83				
	" 21, assmt \$10; ret'd B. of A. \$35. 5					
	" 2506, do 14 do 13. 1					
	" 3841, do 14 do 13. 1					
	" 2507, do 15 do 14. 1					
	" 3842, do 15 do 14. 1					
	" 2508, do 16 do 15. 1					
	" 3843, do 16 do 15. 1					
	" 2510, do 17 do 16. 1					
	" 3845, do 17 do 16. 1					
	" 2511, do 18 do 17. 1					
	" 3846, do 18 do 17. 1					
	" 2512, do 19 do 18. 1					
	" 3847, do 20 do 19. 1					
	" 3889, do 12 do 11. 1					
	" 3840, do 13 do 12. 1					
	" 3869, do 14 do 10. 4					
	" 3870, do 15 do 9. 6					
	" 3871, do 16 do 8. 9					
	" 3872, do 16 do 7. 9					
	" 3873, do 17 do 6. 11					
	" 3874, do 18 do 5. 13	\$153 00—1,566 00				
	Correct arrears.....	\$72,892 60				

The following numbers and amounts are not paid Chamberlain or returned Bureau of Arrears, but marked paid on Deputy's Condenset:

Map 959, \$20; 960, \$19; 961, \$18, 962, \$17; 963, \$8; 2011, \$8.....	90 00	.....	.....	.....	.....
" 2112, \$8; 2621, \$16; 2637, \$21; 2968, \$20; 3393, \$25; 3404, \$15.....	100 00	.....	.....	.....	.....
" 3425, \$7; 3426, \$3; 3427, \$8; 3428, \$9; 3429, \$10; 3430, \$11.....	53 00	.....	.....	.....	.....
" 3431, \$12; 3432, \$13; 3433, \$14; 3434, \$15; 3435 and 3436, \$16 each.....	86 00	.....	.....	.....	.....
" 4107, \$37; 4108, 9, 10, 11, 12 and 4113, \$38 each; 4114, \$37; 5150, \$7.....	279 00	.....	.....	.....	.....
" 5155, \$10; 5156, \$11; 5157, \$12; 5158, \$13; 5345, \$1.....	50 00	.....	.....	.....	.....
" 5346, \$9; 5347, \$10; 5348, \$11; 5349, \$12; 5350, \$13; 5351, \$18.....	73 00	.....	.....	.....	.....
" 5926, \$13; 5927, \$12; 5928, \$11; 5929, \$10; 5930, \$9; 5931, \$4; 4231, \$16; 3119, \$7..	46 00	.....	.....	.....	.....
The following numbers and amounts are on Deputy's returns and credited on record, but money not paid Chamberlain:					
Map 5336, \$16; 5337, \$16; 5338, \$17; 14, \$42; 1994, \$7; 1990, \$5.....	106 00	.....	.....	.....	.....
" 1996, \$8; 1997, \$9; 1998, \$10; 1999, \$11; 2000, \$12; 2001, \$13.....	63 00	.....	.....	.....	.....
" 2002, \$14; 2003, \$15; 2004, \$16; 2005, \$16; 2006, \$17; 2007, \$18.....	96 00	.....	.....	.....	.....
" 2080, \$366; 2031, \$162; 2032, \$146; 2033, \$139; 2034, \$139.....	952 00	.....	.....	.....	.....
" 2035, \$146; 2036, \$162; 2037, \$366; 2052, \$18; 2053, \$17.....	709 00	.....	.....	.....	.....
" 2054, \$16; 2055, \$16; 2056, \$15; 2057, \$14; 2058, \$13.....	74 00	.....	.....	.....	.....
Carried forward.....		\$207 99	\$387,961 88	\$269,854 12	\$1,110,873 57

DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
	Brought forward.....	.....				
	" 2059, \$12; 2060, \$11; 2061, \$10; 2062, \$9; 2063, \$8.....	50 00				
	" 2064, \$8; 2065, \$7; 2118, \$14; 2119, \$15; 2120, \$16.....	60 00				
	" 2121, \$16; 3505, \$15; 3506, \$16; 3507, \$16; 3508, \$17.....	80 00				
	" 3509, \$18; 3510, \$19; 3513, \$40; 3540, \$47; 3541, \$105.....	229 00				
	" 4054, \$16; 4055, \$16; 4056, \$15.....	47 00				
	" 4925, A. marked paid on Condenser, but not paid Chamberlain.....	6 00				
	" 5851, do do do.....	6 00				
	" 3539, do do do.....	42 00				
	Deputy's returns of June 12, 1854, wrong de- ducted from assessment.....	18				
	Deputy's returns of March 12, 1855, short in footing.....	40				
	Deputy's returns of Dec. 19, 1855, wrong de- ducted on map 2606, \$1.....	1 00				
	Total.....	3,334 58				
1854. April 22..	11th avenue, regulating, and curb and gutter from 30th to 43d street.....	.....		9,380 98	18,076 03	27,464 98
	Amount returned Bureau of Arrears by De- puty.....	\$18,077 83				
	Ward 35, assessment \$75 70; returned to B. of Do 23, do 6 40 A. \$75 90. 20 \$ 00.1 60.....	1 50				
	Correct arrears.....	\$18,076 03				









DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHEET.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF AREARS.	AMOUNT OF ASSESSMENT.
1855. Oct'r 26.	Brought forward..... 41st street, sewer from 9th to 10th avenues. Deputy's returns, Nov. 10, 1856, short in addition.	..... ..... 10	\$18,839 82 ..... 10	\$1,141,210 90 \$1,809 78 .....	\$421,227 70 967 47 .....	\$1,551,378 47 2,777 35 .....
" 26.	42d street, regulating pavement, curb & gutter and flagging from 3d to 5th avenues. Amount returned to B'n of Arr's by Deputy. Map 136, amount of assessment \$17 65, ret'd Bureau of Arrears \$17 69. Correct arrears.....	..... ..... \$1,576 81 ..... 04 ..... \$1,576 77	..... ..... ..... ..... ..... .....	..... 12,442 10 ..... ..... ..... .....	..... 1,576 77 ..... ..... ..... .....	..... 14,146 17 ..... ..... ..... .....
" 26.	Map 3, marked paid on Condenser, but not paid Chamberlain. Deputy's returns of Oct'r 27, 1856, short in footing..... 47th street, curb and gutter, &c., from 8th avenue to Hudson river..... The following numbers and amounts are marked paid on Deputy's Condenser, but not paid Chamberlain: Map 11, \$13 64; 12, \$15 50; 13, \$19 80; 14, \$19 80 " 15, \$19 80; 16, \$19 80; 17, \$19 80.....	..... \$107 30 20 00 ..... ..... ..... \$68 74 59 40	..... ..... 127 30 ..... ..... ..... 128 14	..... ..... ..... [3,717 96 ..... ..... .....	..... ..... ..... 1,396 61 ..... ..... .....	..... ..... ..... 5,242 71 ..... ..... .....
" 26.	5d avenue, regulating and re-grading curb & gutter from 4th to 61st streets. Amount ret'd B'n of Arrears by Deputy.....	..... \$5,180 39	..... .....	..... 6,568 38	..... 5,119 24	..... 11,707 63



DATE OF CONFIRM N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Dec'r 12..	Brought forward.....					\$1,639,353 67
	53d st., reg. and grad. from 3d to 6th avenue			\$1,174,485 91	\$137,998 42	21,303 97
	Amount ret'd B'n of Arr's by Deputy.....			8,887 67	8,412 42	
	Map 97, amount of assessment \$104 03, re- turned Bureau of Arrears \$118 81.....	14 78				
	Correct arrears.....	\$8,412 42				
	The following numbers and amounts are paid Deputy as per his private returns, but not paid Chamberlain:					
	Map 1, \$156 04; 2, \$91 04; 20, \$118 81.....					\$366 39
	" 21, 22, 23, 24, 40, 41 & 42, \$118 81 each.					831 67
	" 36, 37 and 38, \$14 78 each; 39, \$222 83.					267 17
	" 43, 44, 45, 46, 47, 48, 65, 66 and 67, \$118 81 each.....					1,069 29
	" 102, \$104 03; 114, \$202 03; 103, \$118 81					424 87
	" 132, \$403 04; 130 B, \$3 83; 131 B, \$127 79					231 68
	" 133, 134, 135, 136, 137, 139 & 139, \$101 83		\$3,903 88			712 81
1854. June 15..	Avenue C, sewer extension through 14th st. Amount ret'd B'n of Arr's by Deputy.....			31,568 38	5,914 96	37,647 06
	Tompkins Sq. as't \$369 52, returned B'n of Arr's \$669 52; over \$100 00					
	St. No. 362, p'd Cham'n & ret'd B. of A. 6 97					
	Do 364, do do do 6 97					
	Do 366, do do do 9 84					
	W and 3071, do do do 9 84					
	Do 1902, not ass'd, but ret'd B. of A. 10 25					
	Do 1902, p'd Cham'n & ret'd B. of A. 10 25					



DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1853. Feb'y 12..	Brought forward..... Houston st., sewer from Essex to Mulb'ry sts Deputy's returns of April 18, 1853, error in footing, over..... \$11 00 Map 159, paid Chamberlain twice..... 6 94	\$5 24	\$24,956 94	\$1,224,091 44 \$9,462 82	\$455,288 62 \$496 0.	\$1,701,828 76 \$9,940 91
" 12..	33th st., paving & flag'g from 4th to 7th avs. Map 90, amt of ass't \$31 80, p'd Chamberlain.....	01		5,462 66	3,132 03	8,594 68
April 23..	25th st., flagging from 7th to 8th avenues... Paid Chamberlain; returns of July 1, 1853..	10		129 99	53 89	183 78
" 23..	85th st., flag, curb & gutter bet. 3d & 4th avs. Amount ret'd B. of Arrears by Deputy..... \$731 01 Map 14, 12 and 15, ass't of each \$30 83, and on returns to B. of Arrears \$30 96..... 09			1,392 66	730 92	2,123 58
" 23..	Correct arrears..... \$730 92					
" 23..	6th av., reg. and paving bet. 34th & 42d sts, Amount ret'd B. of Arrears by Deputy..... \$2,962 27 Map 134, amt of ass't \$5 76, ret'd Bureau of Arrears \$9 23..... 3 47			4,442 50	2,968 80	7,401 30
" 23..	Correct arrears..... \$2,968 80					
May 11..	Hoboken st. re-paving & re-flag. front of Nox. 5, 7 and 9..... Map 1, amount of assessment \$53 31, paid Chamberlain \$53 51..... 20			126 70		126 50



Sept'r 16..	Troy st., sewer from Hudson river to 12th st. Amount ret'd B'n of Arr's by Deputy (over). \$1,204 14 Map 135 B, amount of ass't \$56, returned to Arrars \$56 02..... 02	.....	.....	7,590 97	1,204 12	S, 755 09
	Correct Arrears..... \$1,204 12	.....	.....	.....	.....	.....
" 15..	123d st., opening from 3d av. to Mt Mor's Sq. Am't of returns to B. of A. by Deputy..... \$2,416 00 Map 47, am't of as. \$25, ret'd B of A. \$27(over) 2 00	.....	.....	1,121 50	2,414 00	3,535 50
	Correct arrears..... \$2,414 00	.....	.....	.....	.....	.....
Nov'r 16..	Thompson st., sewer from Spring to Prince st. Am't ret'd B. of A. by Deputy..... \$1,298 51 Map 239, not paid or ret'd B. of A. \$5 80 " 239, do do..... 6 80 " 236, do do..... 6 64	.....	.....	10,294 83	1,227 58	11,521 41
	" 235, am't of ass't \$547, returned Bureau of Arrars \$6 64... 1 17 19 07	.....	.....	.....	.....	.....
	Correct arrears..... \$1,227 53	.....	.....	.....	.....	.....
1854. Sept'r 29..	Deputy's ret's of Dec. 19, 1853, error in foot'g Grand street, sewer from Chrystie to Allen, through Allen to Broome street..... \$313 95 Amount ret'd B. of A. by Deputy..... 8 25 Map 90, paid Chamb'n and ret'd B. of Arr's.	.....	1 00	3,752 61	305 70	4,068 31
	Correct arrears..... \$305 70	.....	.....	.....	.....	.....
	Carried forward.....	\$27 49	\$24,956 94	\$1,237,988 68	\$467,811 69	\$1,700,609 82

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. <sup>1</sup> Feb'y 1..	Brought forward.....	\$27 49	\$24,956 94	\$1,267 868 68	\$467,811 69	\$1,760,609 82
	10th avenue, reg., &c., from 45th to 55th st..	.....	.....	10,660 60	10,413 08	21,073 48
	Amount ret'd B. of A. by Deputy, .....	.....	.....	.....	.....	.....
	Ward 244, not paid Cham'n or ret'd B. of A. 8 50	.....	.....	.....	.....	.....
	Correct arrears.....\$10,413 08	.....	.....	.....	.....	.....
" 24..	Deputy's ret's of April 20, 1855, wrong, added.....	20	.....	.....	.....	.....
	Market st., sewer from E. river to Division st. Map 184, over paid Chamberlain on Deputy's returns, April 14, 1855.....	06	.....	7,703 24	439 39	8,142 57
" 24..	45th st., reg and grad. curb and gutter from 6th avenue to Broadway.....	06	.....	.....	.....	.....
	Map 40, paid Chamberlain twice.....	\$32 75	.....	3,733 72	1,474 03	5,175 00
April 2..	3d av., reg. and grading from 61st to 82d st.. Amount ret'd B. of A. by Deputy .....	.....	.....	16,990 60	23,441 23	45,431 09
	Ward 43, p'd Cham'n & ret'd B. of A. \$9 85	.....	.....	.....	.....	.....
	" 42, amt of ass't \$10 05 do 10 85	.....	.....	.....	.....	.....
	" 2, p'd Cham'n & ret'd B. of A. 11 30	.....	.....	.....	.....	.....
	" 42 do do .. 9 85	.....	.....	.....	.....	.....
	" 10, returned B'u of Arr's twice. 9 85	.....	.....	.....	.....	.....
	Ward 43, not paid or ret'd B. of A... 31 30	.....	.....	.....	.....	.....
	Correct arrears. ....\$28,441 23	.....	.....	.....	.....	.....



## ROBERT MCKINNIN, DEPUTY COLLECTOR.

DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1883.						
Apr'l 23..	83d st., reg. from 3d to 4th avenues.....	.....	.....	\$1,707 34	\$719 40	\$2,426 74
Jan'y 10..	Greenwich av., sewer from sewer in 6th av. to 12th st.	.....	.....	5,666 44	374 29	6,030 73
" 10..	Avenue A, sewer from 14th to 13th st., thence through 13th st. to 100 feet E. of 2d av. ....	.....	.....	2,477 27	1,712 72	4,189 99
" 10..	Grand st., sewer from Suffolk st. to a crown, between Attorney and Ridge sts.....	.....	.....	2,011 05	435 37	2,446 42
" 10..	Nassau st., sewer from Ann to 100 feet South of Beek- man st.....	.....	.....	758 32	129 28	887 60
Feb'y 12..	38th st., sewer from sewer in 8th av. to 208 feet west.	.....	.....	742 44	256 41	997 85
" 12..	2d av., sewer from 28th st. to 25 feet south of 29th st.	.....	.....	441 67	509 05	950 72
" 12..	28th st., sewer from 3d to Lexington avenues.....	.....	.....	1,891 53	330 32	2,221 85
" 12..	Avenue A, reg. and pav. from 23d to 24th sts.....	.....	.....	15 18	935 25	950 43
" 12..	Flagging western sidewalks of Gouverneur slip.....	.....	.....	96 07	.....	96 07
" 12..	West st., re-paving from Duane to Jay sts.....	.....	.....	351 85	94 86	446 70
" 12..	Delancy st., flagging from Mangin to East st.....	.....	.....	281 80	251 50	533 30
" 12..	Vanderwater st., sewer from Frankfort to Pearl st.....	.....	.....	1,780 45	103 06	1,883 51
" 12..	Thompson st., sewer from Bleeker st. to No. 219.....	.....	.....	843 50	57 57	901 07
" 12..	1st av., sewer from 12th st. to near 13th st.....	.....	.....	612 85	59 24	672 09
" 12..	Fencing lots south side of 29th st., from 6th to 7th avs.	.....	.....	110 52	.....	110 52
" 12..	Grand st., sewer, basin and culvert at Inters. of Essex and Norfolk sts.....	.....	.....	474 19	196 54	670 73
" 12..	18th st., flagging from Avenues B to C.....	.....	.....	682 21	14 15	696 36
" 12..	17th st., reg. and pav. from 10th av. to Hudson river.....	.....	.....	1,751 26	417 90	2,169 16
" 12..	52d st., reg. and curb and gat. from B'way to 10th av.	.....	.....	1,519 53	5,406 90	6,926 43
" 12..	James st., paving and curb and gat. from Chatham to Madison st.....	.....	.....	420 61	99 64	520 25
" 12..	39th st., curb and gutter from 5th to 6th avs.....	.....	.....	4,600 92	3,106 59	7,706 61
" 12..	Cross st., sewer from Pearl to near Orange st.....	.....	.....	1,091 96	539 24	1,631 20
" 12..	35th st., paving and flagging from 5th to 6th avs.....	.....	.....	1,880 81	652 78	2,533 59

"	12..	40th st., paving and flagging, and curb and gutter bet. 5th, 6th, 7th, 8th and 9th avs.....	.....	3,942 98	3,243 21	7,186 19
"	"	Flag. a space west of E'way from No. 836 to 18th st. 9.. 5th av., flagging bet. 28th and 29th sts.....	.....	61 72	.....	47 60
"	"	9.. Franklin st., re-pav. and re-flag. Nos. 95, 96, 69 1/2 & 69. 9.. 29th st., flag. bet. 4th and Lexington avs.....	.....	31 66	15 84	152 69
"	"	9.. Pike st., flag. from East E'way to Division st. 9.. 1st av. and Av. A. fencing lots on 20th and 21st sts.....	.....	142 47	.....	142 47
"	"	9.. 11th av., reg., grad. and paving from 25th to 27th sts. 23.. 27th st., flagging between 8th and 9th avs.....	.....	125 89	116 25	246 14
"	"	23.. 9th and 10th sts., fencing lots.....	.....	215 54	836 06	1,051 60
"	"	23.. 38th st., paving bet. 2d and 3d avs.....	.....	1,028 72	1,805 30	2,834 02
"	"	23.. 29th st., regulating curb and gutter from 1st to 2d avs. 23.. 47th st., grading curb and gutter from 10th av. to Hudson river.....	.....	94 24	38 86	133 10
"	"	23.. Chambers st., sewer from near E'way to Greenwich st. 23.. 10th av., regulating curb & gutter from 25th to 42d st. 12.. Division st., sewer from Clinton to Gouverneur st. 12.. 45th st., reg. and paving from 3d to 5th av.....	.....	22 12	26 25	48 37
"	"	23.. 46th st., well and pump between 2d and 3d avs.....	.....	353 25	395 99	749 24
"	"	23.. Madison av., fencing bet. 28th and 27th sts.....	.....	3,072 58	693 21	3,765 79
"	"	23.. 120th st., grading from 3d avenue to Harlem river.....	.....	6,528 39	2,152 97	8,711 36
"	"	Grand and Lewis sts., crosswalks at intersection.....	.....	6,302 53	624 27	6,926 80
"	"	Elizabeth st., sewer from Houston st. to No. 226. 12.. 32d st., grading from 7th to 8th avs.....	.....	5,710 88	3,970 50	9,681 68
"	"	31st st. and Lexington av., fencing.....	.....	3,727 00	.....	3,727 00
"	"	33rd st., sewer from 3d av. to near Lexington av.....	.....	5,155 29	1,789 02	6,974 31
"	"	33rd st., pav. and flag. from 10th to 11th ave.....	.....	41 25	98 26	139 51
"	"	Avenue A, sewer from 16th to 14th st.....	.....	32 43	36 11	68 54
"	"	4th av., sewer from 24th to 26th st.....	.....	3,485 75	2,144 95	5,630 70
"	"	Bayard st., sewer from Orange st. to near B'way.....	.....	65 72	17 42	83 14
"	"	37th st., reg. and curb and gutter from 2d to 3d ave.....	.....	1,032 56	90 76	1,123 32
"	"	19th st., paving from 1st to 2d ave.....	.....	425 30	2,161 06	2,586 36
"	"	2d st., flagging from 1st av. to Av. A.....	.....	55 03	.....	55 03
"	"	24th st., flagging from 3d to Lexington ave.....	.....	2,569 79	112 56	2,682 35
"	"	Carried forward.....	.....	1,364 60	730 97	2,095 57
"	"	.....	.....	1,987 67	60 70	2,028 37
"	"	.....	.....	1,770 05	418 97	2,189 02
"	"	.....	.....	3,461 41	200 89	3,662 30
"	"	.....	.....	150 00	217 20	367 20
"	"	.....	.....	777 71	357 86	1,135 57
"	"	.....	.....	671 05	210 36	881 41
"	"	.....	.....	270 40	.....	270 40
"	"	.....	.....	630 89	98 65	789 54
"	"	.....	.....	\$57 656 16	\$33,844 30	\$126,329 46

DATE OF COMPLETION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1853.	Brought forward.....	.....	.....	\$57,685 16	\$38,844 30	\$126,529 46
Sept. 12.	2 receiving basins and culverts on Market and South sts.	.....	.....	537 25	.....	537 25
" 12.	14th st. and 1st av., basins and culverts.....	.....	.....	280 88	116 99	377 87
" 12.	38th st., paving from 8th to 9th avenue.....	.....	.....	380 39	1,066 46	2,056 85
" 12.	43d st., reg. from 2d avenue to East river.....	.....	.....	6,688 72	9,408 66	16,097 38
" 12.	40th st., reg. and curb and gut. from 10th av. to Hud- son river.....	.....	.....	132 27	17,622 38	17,754 65
" 12.	15th st., sewer from av. C to a point 100 ft. of Av. A.	.....	.....	2,613 89	11,820 64	4,434 53
" 20.	38th st., reg. from 2d av. to East river.....	.....	.....	844 94	3,888 98	4,733 92
" 23.	8th st., flag, and curb and gut. from 4th to 5th ave.....	.....	.....	1,447 74	565 89	2,013 13
Oct'r 13.	2d av. and 13th st., fencing lots.....	.....	.....	54 02	9 68	63 70
" 13.	43d st., flag, curb and gutter from 8th to 10th ave.....	.....	.....	2,876 22	711 46	3,587 68
" 13.	Broome st., sewer from Varick to Grand st.....	.....	.....	3,029 25	180 41	3,209 66
Nov. 16.	Henry st., flagging and curb and gut. from No. 317 to Grand st.....	.....	.....	369 06	.....	369 06
" 16.	26th st., sewer from Lexington to near 3d avenue.....	.....	.....	1,402 74	264 88	1,667 62
" 16.	3d av., sewer from 26th to 27th st.....	.....	.....	989 23	449 76	1,388 99
" 16.	Leroy st., sewer from near Hudson st. to near H. river.	.....	.....	4,145 00	206 97	4,351 97
Dec'r 7.	Henry st., flagging from No. 317, to Grand st.....	.....	.....	332 86	84 29	436 65
" 13.	Clinton st., flagging from Hester to Grand sts.....	.....	.....	243 76	.....	243 76
" 13.	Rivington st., flag. and curb and gutter from Bowery to Chrystie st.....	.....	.....	614 68	72 32	687 00
" 13.	39th st., sewer from 8th to 9th ave.....	.....	.....	2,766 60	1,934 74	4,701 34
" 22.	Ridge st., sewer from Houston to Stanton st.....	.....	.....	1,418 20	72 86	1,491 06
" 22.	Madison st., sewer from No. 175, to Rutgers st.....	.....	.....	1,384 53	300 24	1,684 77
" 23.	Mott st., sewer from Chatham to Fell st.....	.....	.....	1,990 23	197 27	2,187 50
" 23.	33d st., curb and gutter and flagging from 3d av. to E. river.....	.....	.....	1,822 86	905 59	2,728 45
" 23.	30th st., paving from 10th av. to Hudson river.....	.....	.....	.....	4,363 20	4,363 20
" 30.	41st st., sewer from 8th to 6th ave.....	.....	.....	9,285 86	8,289 48	17,575 34



DATE OF CONFIRM.	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854.	Brought forward.....	.....	.....	\$19,521 24	\$116,886 04	\$309,407 32
Oct'r 27..	87th st., curb and gut. and flag. from 3d to 5th ave....	.....	.....	765 15	3,448 55	4,213 70
Oct'r 26..	39th st., sewer from 9th to 10th ave.....	.....	.....	1,587 46	3,270 46	4,857 92
" 26..	47th st., curb and gutter from 8th to 9th ave.....	.....	.....	3,246 56	2,09 82	3,456 38
" 23..	54th st., sewer from B'way to 7th avenue.....	.....	.....	4,191 90	5,942 38	10,134 73
" 29..	118th st., reg. and grading from 3d av. to Hud. river ..	.....	.....	2,704 05	593 38	3,297 43
Dec'r 27..	9th av. and 42d st., flagging southwest corner.....	.....	.....	454 22	.....	454 22
" 27..	27th st., sewer from 8th to 9th avenue.....	.....	.....	3,460 01	358 95	3,818 96
" 22..	41st st., reg. and curb and gut. from 10th to 11th ave....	.....	.....	1,729 73	7,317 18	9,046 91
" 21..	84th st., reg. from 3d to 3d avenue.....	.....	.....	2,133 95	2,141 04	4,274 99
1855.						
Jan'y 4..	50th st., reg., pav. and flag. from 8th av. to B'way.....	.....	.....	1,631 06	407 85	2,038 94
1854.						
Oct'r 27..	51st st., grading curb and gutter and flagging from 10th av. to Hudson river.....	.....	.....	9,043 50	4,823 84	13,867 34
1855.						
Jan'y 29..	39th and 40th st. and 2d and 3d av., filling.....	.....	.....	181 54	.....	181 54
Feb'y 1..	9th avenue, flagging, from 42d to 45th street.....	.....	.....	362 01	150 90	512 91
" 24..	33d street, flagging, from 8th to 9th avenue.....	.....	.....	.....	329 48	329 48
" 24..	32d street, flagging, from 8th to 9th avenue.....	.....	.....	206 75	82 84	289 62
" 24..	7th avenue, sewer from 25th to 26th street.....	.....	.....	1,002 16	346 70	1,348 86
" 24..	Sullivan street, sewer from Prince to Houston st.....	.....	.....	1,294 35	594 35	1,888 71
" 24..	Laurens street, sewer from Spring to Bleeker sts.....	.....	.....	4,332 39	462 33	4,794 72
Jan'y 27..	Madison street, sewer from Oliver to Market st.....	.....	.....	3,342 55	291 48	3,634 03
1854.						
Nov'r 22..	29th st., flagging sidewalks between 2d and 3d ave....	.....	.....	157 94	113 26	271 20
" 28..	17th st., fencing between 5th and 6th avenues.....	.....	.....	13 50	16 08	30 58
" 28..	41st street, sewer between 2d and 3d ave.....	.....	.....	1,663 75	1,485 41	3,149 16
" 28..	Mulberry and Cross streets, sidewalks.....	.....	.....	100 22	31 87	132 09
" 28..	35th st., regulating and paving from 8th to 9th ave....	.....	.....	818 40	236 72	1,055 12
" 23..	Eldridge st., sewer from Hester to No. 23.....	.....	.....	1,566 14	520 73	2,086 87
" 23..	Rutgers st., sewer from East river to Division st.....	.....	.....	8,152 14	1,076 96	9,229 10





DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF AREARS	AMOUNT OF ASSESSMENT.
1855.	Brought forward.....			249,602 71	\$149,142 12	\$397,534 83
Oct'r 26..	83d st., flagging and re-flagging from 6th to 8th av.....			1,578 51	687 96	2,576 47
" 26..	West street, flagging from Canal and Watt streets.....			390 30	252 44	672 74
" 26..	12th st., flagging from Avenue C to Dry Dock street.....			64 24	12 32	76 56
" 26..	40th street, regulating, and curb and gutter from Lexington to 4th avenue.....			850 38	208 02	1,149 30
Aug't 15..	120 street, flagging from 1st avenue to Harlem river.....			465 83	738 53	1,189 16
Oct'r 26..	41st street, regulating and paving from 7th to 8th av.....			1,134 08	181 45	1,315 53
" 26..	Lewis street, flagging from No 29 to Delancy and Madison sts.....			510 70		510 70
" 14..	18th street, grading, paving, curb and gutter from 10th avenue to Hudson river.....			2,303 12	1,300 85	3,783 97
" 14..	Cannon street, flagging from Broome to Delancy st.....			2-6 53		236 53
" 14..	Cannon street, flagging, curb and gutter from No. 133.				61 31	61 31
Dec'r 19..	37th street, paving between 7th avenue and Broadway.			352 80	243 29	596 03
" 19..	Madison avenue, fencing from 28th to 29th street.....			45 50		45 50
" 19..	9th avenue, fencing east side from 30th to 31st street.....			112 44	123 68	236 12
" 29..	53d street, sewer from 8th avenue to Broadway.....			457 99	1,722 08	2,180 67
" 29..	Bethune st., fencing between Washington and West sts.			41 79		41 79
1853.						
Dec'r 13..	White street, regulating from Church st. to W. B'way.			396 25	75 17	471 42
1855.						
Dec'r 12..	28th st., curb and gutter from 7th to 8th av.....				42 90	42 90
1853.						
Jan'y 10..	Greenwich st., sewer from Spring to Vandam street.....			736 90		736 58
	Map 6, amt of asst \$46 76; paid Chamb'n					
	" 15, do 46 76 do 46 77....	01				
		02				

" 10..	Broadway, paving crosswalks from 40th to 42d street.....	06	.....	.....	1,757 19	459 96	2,217 09
	Map 4, amt of assessment \$35 51, paid Chamberlain \$35 57, over.....	06	.....	06	.....	.....	.....
Feb'y 12..	17th street, paving from Avenue A. to E. riv Map 4, amount of assessment \$37 80, paid Chamberlain \$37 57.....	07	.....	.....	1,909 66	158 28	2,067 87
" 12..	25th, 26th and 27th streets, fencing lots..... Am't returned Bureau of Arrears by Deputy. Map 14 not paid Chamberlain, or returned Bureau of Arrears, short.....	\$70 76 6 62	..... .....	..... .....	173 20	77 88	250 58
	Correct arrears.....	\$77 88	.....	.....	.....	.....	.....
" 12..	9th avenue, sewer from 45th to 51st street... Deputy's return of June 20, 1853, added erroneously..... Wrong added init to ass't column.....	..... \$15 90 20	..... ..... .....	..... ..... .....	9,096 15	4,637 05	13,717 14
	Defunct error in addition on ret's of June 20, 1853.....	\$16 10 04	..... .....	..... 16 06	.....	.....	.....
Mar. 12..	62d street, opening from 5th to 8th avenue... Amount returned Bureau of Arrears by Deputy Map 118, p'd Chamber'n & ret'd B. of A. (over)	..... \$3,705 00 23 00	..... ..... .....	..... ..... .....	1,885 00	3,682 00	567 00
	Correct arrears.....	\$3,682 00	.....	.....	.....	.....	.....
April 9..	24th st., flagging between 5th and 6th ave... Map 3, amount of assessment \$15 34; paid Chamberlain \$15 33, (short).....	..... .....	..... .....	..... 01	45 99	46 00	92 00
	Carried forward.....	.....	.....	01	\$273,417 26	\$16,269 03	\$437,670 09

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID- CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF AREARS.	AMOUNT OF ASSESSMENT.
1853. April 9.	Brought forward..... 119th st., reg. from 2d av'e to Harlem river Amount ret'd B'n of Ar's by Deputy..... \$1,657 50 Map 121 B, paid Chamberlain and returned Bureau of Ar's..... 1 00 Correct arrears..... \$1,656 80	\$16 21 ..... ..... .....	01 ..... ..... .....	\$273,417 26 3,871 24 ..... .....	\$164,269 03 1,656 80 ..... .....	\$437,670 09 5,523 04 ..... .....
" 23..	Orange st., sewer from near Walker to near Grand street..... Map 23, amount of assessment \$29 62; paid Chamberlain \$29 60.....	..... ..... .....	..... ..... 02	1,819 70 ..... .....	319 82 ..... .....	2,139 04 ..... .....
" 23..	19th st., sewer from 8th to near 7th avenue.. Map 129, am't of ass't \$43 20; p'd Chamb'n " 130, do 43 20 do 43 00 do..	..... ..... .....	..... ..... 40	3,152 31 ..... .....	893 49 ..... .....	4,046 20 ..... .....
" 29..	Washington street, grading, &c., from Bat- tery Place to Cortlandt street..... Am't ret'd B. of A. by Deputy..... \$1,475 82 Map 346, paid Chamb'n & ret'd to B. of A.. Correct arrears..... \$1,472 36	..... ..... ..... .....	..... ..... ..... .....	12,390 85 ..... ..... .....	1,472 36 ..... ..... .....	14,038 60 ..... ..... .....
	Map 417, paid Deputy, but not p'd Chamb'n Corporation do do .. Map 272, returned short to Chamb'n..... " 222, do do .....	7 09 166 63 ..... .....	..... ..... ..... .....	..... ..... ..... .....	..... ..... ..... .....	..... ..... ..... .....



DATE OF CONFIRM'	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1893.	Brought forward.....	\$16 36	\$176 48	\$308,989 63	\$171,998 33	\$476,128 13
Sep'r 12..	11th avenue, paying from 43d to 48th street. ....	.....	.....	5,001 55	1,160 93	6,045 21
	Amount returned to Bu of Arr's by Deputy.. \$1,157 95	.....	.....	.....	.....	.....
	Map 227, not paid Chamberlain or ret'd B. of	.....	.....	.....	.....	.....
	Arrears \$2 98	.....	.....	.....	.....	.....
	" 223, do do 2 98	.....	.....	.....	.....	.....
	" 131, p'd Chamb'n & ret'd B. of A.. 2 98	.....	.....	.....	.....	.....
	Correct arrears..... \$1,160 93	.....	.....	.....	.....	.....
	Map 12, amt of asst \$40 12; paid Chamb'n	.....	.....	.....	.....	.....
	" 83 do 2 98 \$64 65	.....	.....	.....	.....	.....
	" 80 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 61 do 40 62 do 60 93	.....	.....	.....	.....	.....
	" 84 do 43 10 do 64 65	.....	.....	.....	.....	.....
	" 85 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 86 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 87 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 88 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 89 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 90 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 91 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 92 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 121 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 130 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 131 do 2 98 do 4 47	.....	.....	.....	.....	.....
	" 126 do 2 98 do 4 46	.....	.....	.....	.....	.....
	" 163 do 2 98 do 4 46	.....	.....	.....	.....	.....

" 186	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 187	do	2 98	do	4 47	1 49	.....	.....	.....	.....
" 188	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 189	do	2 98	do	4 47	1 49	.....	.....	.....	.....
" 200	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 201	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 202	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 203	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 204	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 205	do	2 98	do	4 47	1 49	.....	.....	.....	.....
" 206	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 207	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 208	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 209	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 210	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 211	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 212	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 213	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 214	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 215	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 216	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 217	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 218	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 219	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 220	do	2 98	do	4 46	1 48	.....	.....	.....	.....
" 221	do	2 98	do	4 46	1 48	.....	.....	.....	.....
Deputy's returns of Feb'y 27, 1853, \$269 09;		234 95		332 26	\$117 28	.....	.....	.....	.....
Chamberlain's receipt \$269 08.....					01	117 27	.....	.....	.....
The amounts paid Chamberlain as above, per original assessment list--the assessment list being altered and re-confirmed Dec. 9, 1853:							.....	.....	.....
Oct'r 13.. Madison av., sewer from 37th to near 33th st.							.....	.....	.....
Amount ret'd B'n of Arr's by Deputy.....							.....	.....	.....
Map 8 and 9, amt of ass't \$61 82, each ret'd							.....	.....	.....
B'n of Arr's \$61 62; short 20 cts. each....							.....	.....	.....
Correct arrears.....							.....	.....	.....
Carried forward.....							.....	.....	.....
							\$173,652 67	\$302,461 53	\$453,160 65

DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1853.	Brought forward.....	\$133 63	\$176 48	\$309,454 53	\$173,652 67	\$438,160 05
Nov'r 15..	32d st., sewer from Madison to near 4th av'e. Deputy's return of Dec. 20, 1853, \$566 30; p'd Chamberlain \$566 50.....	.....	.....	1,436 28	161 80	1,597 88
" 15..	83d st., flagging from 4th to 5th avenue..... Dep. ret'n Dec. 26, '53, \$71 66; p'd Chamb'n..	.....	.....	.....	855 64	2,265 27
" 16..	37th st., reg. from 10th av. to Hudson river.. Amount of Deputy's returns to B'n of Arr's..\$14,009 00 Map 121, amt of ass't \$4 46; returned to B'n of Arrears \$4 66.....	.....	.....	1,534 92	14,008 80	15,533 72
Dec'r 22..	Correct arrears.....\$14,008 80 Broome st., sewer f'm Columbia to Eldridge st.. Map 323, over paid Chamberlain.....	.....	.....	12,932 90	* 1,769 50	14,762 17
Nov'r 26..	2d avenue, paving from 28th to 42d street.. Amount returned B'n of Arr's by Deputy...\$5,610 94 Map 152, amount of assessment \$46 17, re- turned Bureau of Arrears \$46 18.....	.....	.....	8,230 69	5,610 93	13,922 61
	Correct arrears.....\$5,610 93 Map 475, not paid Chamberlain or returned B'n of Arr's, but marked paid on condenser	.....	.....	.....	.....	.....
	Map 711, do do do.....	.....	.....	.....	.....	.....
	" 712, do do do.....	.....	.....	.....	.....	.....
	" 713, do do do.....	.....	.....	.....	.....	.....
	20 71.....	.....	.....	.....	.....	.....





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DATE OF CONFIN'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854. Sept'r 7..	Brought forward.....	\$134 07	\$252 79	\$739,747 89	\$362,659 72	\$1,103,526 33
	11th avenue, opening from 107th to 144th st.	.....	.....	25,797 79	14,038 57	39,836 16
	Amount ret'd B'n of Arr's by Deputy.....\$14,035 19	.....	.....	.....	.....	.....
	Map 467, am't of ass't \$9 67; ret'd B'n of Ar.	.....	.....	.....	.....	.....
	" 84, do 20 71 " 21 71 \$1 00 62	.....	.....	.....	.....	.....
	" 85, do 20 71 " 21 71 1 00 2 62	.....	.....	.....	.....	.....
	" 741, am't of ass't 14 14; ret'd B. of Ar.	.....	.....	.....	.....	.....
	" 742, do 14 14 11 14 3 00 6 00	.....	.....	.....	.....	.....
	Correct arrears.....\$14,038 57	.....	.....	.....	.....	.....
	Deputy's returns of May 21, 1855, over paid the Chamberlain.....	16	.....	.....	.....	.....
	Map 1259, amount of assessment \$84 69; p'd Chamberlain \$84 89.....	20	.....	.....	.....	.....
	Map 98, amount of assessment \$14 30; paid Chamberlain \$14 14.....	36 16	.....	.....	.....	.....
Nov'r 28..	10th av., paving and crosswalks from 33d to 45th street.....	.....	.....	.....	.....	.....
	Amount ret'd B'n of Arr's by Deputy.....	.....	.....	14,825 95	6,683 73	21,009 66
	Map 421, p'd Chamb'n and ret'd B'n of Arr's 9 83	.....	.....	.....	.....	.....
	Correct arrears.....\$6,683 73	.....	.....	.....	.....	.....



DATE OF CONFIRM'	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854. Nov'r 25..	Brought forward.....	\$134 61	\$252 79	\$819,208 98	\$505,195 76	\$1,324,522 98
	2d av., regulating and grading continued.....					
	530 00					
	Map 601, paid Chamb'n and ret'd Bureau of Arrears 50 00					
	" 602 do do					
	" 603 do do					
	" 604 do do					
	" 605 do do					
	" 606 do do					
	" 607 do do					
	" 608 do do					
	" 609 do do					
	" 610 do do					
	" 1534 A, paid Chamb'n \$20, am't of ass't \$40, ret'd E. of A. \$40, over ret'd.....					
	20 00					
	Map 1333, p'd Chamb'n and ret'd B. of Arrears.....					
	24 07					
	" 1298, am't of ass't \$306 71; ret'd E. of A. \$206 74					
	03					
	" 776 do 33 33.. 33 34 01					
	" 778 do 33 33.. 33 34 01					
	" 782 do 33 33.. 33 34 01					
	" 784 do 33 33.. 33 34 01					
	944 14					
	Correct arrears.....					
	\$116 307 53					
	Deputy returns of Nov. 19, 1855, short in ad- dition .....					
	07					



DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF RETURNED TO ASSESSMENT.
1855. M'ch 23..	Brought forward.....	\$184 61	\$260 77	\$837 643 44	\$518,611 51	\$1,356,881 11
	Division st., sewer from Chatham Sq. to Allen st., and in Forsyth from Division to near Walker st.....			6,144 27	905 50	7,049 35
	Map 89, am't of ass't \$67 15; paid Chamberlain \$67 57.....	42				
July 14..	Filling sunken lots on 35th and 36th sts. and 2d and 3d avenues.....			136 91	583 45	720 36
	Amount ret'd B'n of Arr's by Deputy.....					
	Map 12 B, am't of ass't \$31; ret'd to Bureau of Arrears \$30 90, short.....	10				
	Correct arrears.....	\$583 45				
Aug't 15..	53d st., flag, sidewalks bet. 8th and 9th avs. Amount ret'd Bureau of Arrears by Deputy.. Map 14, amount of ass't \$57 99; returned B. of Arrears \$57 92.....			60 76	908 56	978 32
	Correct arrears.....	\$908 56				
June 15..	80th st., opening from 5th avenue to E. river Map 69, amount of assessment \$28 65, paid Chamberlain \$28 68.....	03		3,476 84	5,357 22	8,864 03
Aug't 15..	Essex st., sewer from Hooper to Grand st.... Map 9, amount of assessment \$66 05; paid Chamberlain \$66 50.....	45		1,611 79	61 18	1,672 92





DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
	Brought forward.....	\$135 51	\$260 77	\$879 701 04	\$565,081 64	\$1,445 820 92
	9th avenue opening.....	\$235 00				
	The following numbers and amounts are returned to B. of A. and paid Deputy as per his private memorandum or return, but not paid Chamb'n—					
	Map 1441 to 1451 inc'd, \$10 e'h.....	80 00				
	" 1452 & 1453 do 4 ".....	8 00				
	" 1454 do 2 ".....	2 00				
		328 00				
	" 1475, on private ret's & ret'd to Bureau of Arrears.....	4 00				
	Map 1241, am't of assess't \$11. ret'd to B. of A. \$10. \$1 00	332 00				
	" 1242 do \$12 " 11. 1 00					
	" 1243 do 13 " 12. 1 00					
	" 1054, not paid or ret'd to B'n of Arrears.....	10 00				
	" 2042, not paid or returned to Bureau of Arr's..	4 00				
		315 00				
	Correct arrears.....	\$36,651 52				
	The following numbers and amounts are marked paid on Deputy's condenser, but not paid Chamberlain or returned B. of A. or on private return:—					
	Map 1628, \$37; 1629, \$37; 1630, \$37; 1631, \$37; 1632, \$37	\$148 00				
	" 1629, \$37; 1630, \$37; 1631, \$37; 1632, \$37	148 00				
	" 1633, \$23; 1634, \$31, 1635, \$20; 1636, \$19.	82 00				
	" 1637, \$15; 1638, \$17.....	35 00				



DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHEET.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Oct'r 2..	Brought forward..... 32d street, pav. and flag, from 1st to 2d av. Amount returned B's of Arrears by Deputy.. Map 28, not paid Chamberlain or returned B. of Arrears..... <u>Correct arrears.....</u>	\$135 51 ..... \$766 19 ..... 18 06 <u>\$784 22</u>	1,173 75 ..... ..... ..... .....	\$879,701 04 975 49 ..... ..... .....	\$505,081 64 784 22 ..... ..... .....	\$1,445,820 92 1,757 73 ..... ..... .....
" 5..	Deputy's ret'n's of June 9, 1856, paid Cham- berlain \$38 06, should be \$36 06, (over). Deputy's returns Aug. 11, 1856, paid Cham- berlain \$92 42, should be \$92 44, short p'd ..... <u>The following numbers and amounts are paid Deputy as per his private memor'n or return, but not paid to the Chamb'l'n—</u> Map 1, \$73 85; 2, \$72 63; 3, \$74 14, .....	..... 02 ..... ..... \$220 15	..... ..... ..... ..... 220 15	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... 220 15
" 5..	12th st., flagging north side from 1st avenue to Avenue A..... Map 1, paid Deputy as per his private ret'n, but not paid to the Chamberlain.....	..... ..... \$34 25	..... ..... 34 25	..... ..... .....	..... 31 00 .....	..... 65 25 .....
26..	36th st., sewer from Lexington to near 4th avenue..... Amount ret'd Bureau of Arrears by Deputy.. Map 22, not paid or returned B. of Arr'g.... <u>Correct arrears.....</u>	..... \$901 06 109 88 <u>\$1,010 91</u>	..... ..... ..... .....	1,467 34 ..... ..... .....	..... 1,010 91 ..... .....	..... 2,475 25 ..... .....

"	26..	36th st., filling between 2d and 3d avs..... The following numbers and amounts were paid Deputy as per his private return, but not paid to Chamberlain: Map 3571, \$36 21; 3672, \$36 21.....	132 42	.....	.....	.....	151 21	283 63	
"	26..	44th and 45th sts., filling bet. 10th & 11th avs. The following numbers and amounts were paid Deputy as per his private memor'm or return, but not paid to the Chamb'n: Map 4, \$210 4; 5, \$117 76; 20, \$185 24..... " 21, \$185 24; 22, \$185 24; 24, \$185 24..... " 15, \$38 24; 16, \$29 50; 17, \$38 24.....	..... ..... \$513 40 555 72 105 98	..... ..... ..... ..... 1,175 10	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....
Nov.	21..	53d st., grading from 6th av. to Broadway... The following numbers and amounts were paid Deputy as per his private memor'm or return, but not paid to the Chamb'n: Map 4, \$400; 5, \$400; 14, \$250; 25, \$175..... " 54, \$162 50; 15, \$250; 22, \$175; 23, \$175. " 31, \$162 50; 33, \$350; 39, \$200; 40, \$200	..... ..... ..... \$1,225 00 762 50 912 50	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....
		Dep. return of Jan. 21, '56, amount of ass't... Map 30, \$162 50; paid Chamb'n \$162 52 (o'r).....	\$2,900 00 ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	..... ..... .....	
"	27..	West street, resolving basin and culvert at intersections of Beach, Vestry & Leight sts. ..... The following numbers and amounts were paid Deputy as per his private return, but not paid to the Chamberlain: Map 4, \$39 65; 9, \$18 81; 24, \$111 13..... " 29, \$20 72; 30, \$20 72; 31, \$22 44..... " 32, \$22 44; 35, \$20 72; 36, \$20 72.....	..... ..... ..... \$169 62 63 88 63 88	..... ..... ..... ..... 297 38	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....	..... ..... ..... ..... .....
		Carried forward.....	\$137,49	\$5,933 03	\$888,873 24	\$59,614 83	\$1,453 25	\$1,453,283 61	

[illegible]

Deputy's return of March 8, 1856, wrong added 01.....									
Doc'r 12..	01	40 81	4,670 79	7,824 85	13,156 87	178 67	305 90		
Flagging and curb and gutter northwest corner of Bayard and Forsyth sts.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Map 1, paid Deputy as per private return, but not paid Chamberlain.....	\$52 59	.....	.....	.....	.....	.....	.....	.....	.....
Map 2 do .....	74 64	127 23	.....	.....	.....	.....	.....	.....	.....
" 12.. 8th av., sewer from 54th to 59th street. The following numbers and amounts were paid to Deputy as per his private return, but not paid Chamberlain—	.....	.....	4,670 79	7,824 85	13,156 87	.....	.....	.....	.....
Map 10, \$155 88; 11, \$153 43; 12, \$153 45...	\$462 73	.....	.....	.....	.....	.....	.....	.....	.....
" 13, \$153 45; 14, \$7 50; 19, \$7 50.....	168 45	.....	.....	.....	.....	.....	.....	.....	.....
" 20, \$7 50; 21, \$7 50, 23, \$7 50.....	22 50	.....	.....	.....	.....	.....	.....	.....	.....
" 27, \$7 50.....	7 50	661 23	.....	.....	.....	.....	.....	.....	.....
" 29.. Ave. C, flag, bet. 2d st. and Houston street The following numbers and amounts were paid to Deputy as per his private return or return, but not p'd to the Chamberlain—	.....	.....	190 88	94 04	315 20	.....	.....	.....	.....
Map 7, \$14 35; 13, \$18 93.....	\$33 28	33 28	.....	.....	.....	.....	.....	.....	.....
" 20.. 36th st., fencing bet. 7th and 8th avenues. Amount ret'd Bu of Ar's by Deputy.....	\$69 39	.....	38 45	61 66	100 13	.....	.....	.....	.....
Map 11, paid Chamberlain and returned Bureau of Ar's.....	7 71	.....	.....	.....	.....	.....	.....	.....	.....
Correct arrears.....	\$61 66	.....	.....	.....	.....	.....	.....	.....	.....
" 29.. Horatio st., sewer from 8th av. to H. river. Amount returned Bureau of Ar's by Deputy \$1,726 31 Map 24, paid to Deputy and ret'd B. of A....	.....	.....	5,771 38	1,683 91	7,445 96	.....	.....	.....	.....
Correct arrears.....	\$1,683 91	.....	.....	.....	.....	.....	.....	.....	.....
Carried forward.....	\$137 49	\$7,353 22	\$905,731 47	\$603,357 28	\$1,516,595 15	.....	.....	.....	.....

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
	Brought forward.....	\$137 49	7,353 22	\$905,731 47	\$903,357 28	\$1,516,696 15
	Horatio st., sewer. (Continued)— The following numbers and amounts were paid to Deputy as per his private return, but not paid Chamberlain— Map 24, \$42 40; 25, \$43 40; 27, \$60 95..... " 38, \$60 95; 104, \$74 20; 128, \$3 50..... " 152, \$6 30.....	\$145 75 188 65 6 30				
	Deputy's return of March 24, 1856, over paid the Chamberlain on map 147, 03.....	\$290 70				
	Correct arrears.....	\$290 67	290 67			
1855.	49th st., sewer from 6th to 7th avenue.....					
Jan'y 13..	Am't returned Bureau of Arrears by Deputy.. \$3,649 82 Map 24, paid Chamb'n and returned Bureau of Arrears .....			3,506 32	3,500 32	7,036 64
	Correct arrears.....	\$3,530 32				
	Total.....	137 49	7,643 80	964,566 37	629,429 87	1,501,502 64
1853.	Oct'r 13.. 16th st., flagging bet. 3d and Lexington avenues.....			160 48		160 48
" 13.. 57th st., reg. and grading from Broadway to 8th av.....				945 41	1,444 17	2,389 59
" 13.. 26th st., sewer from Madison to near 4th avenue.....				2,221 91	220 18	2,442 09
" 13.. 25th st., paving from 6th avenue to Broadway.....				1,208 90	125 64	1,334 44
" 13.. 43d st., flag. and curb and gut. from B'way to 5th av.....				2,669 14	551 27	3,550 41
Nov'r 16.. 19th st., flagging from 2d to 3d avenue.....				103 97		103 97
" 15.. 7th avenue, sewer from 13th to 14th street.....				747 03		747 03

**JULIUS JOHNSON, DEPUTY COLLECTOR.**

JULIUS JOHNSON, DEPUTY COLLECTOR.

1853.

Oct'r 13.	16th st., flagging bet. 3d and Lexington avenues.....	160 48
" "	13, 57th st., reg. and grading from Broadway to 8th av.....	945 41
" "	13, 26th st., sewer from Madison to near 4th avenue.....	1,444 17
" "	13, 26th st., paving from 6th avenue to Broadway.....	2,221 91
" "	13, 25th st., flag- and curb and gut. from B'way to 5th av.....	230 18
" "	13, 43d st., flag- and curb and gut. from B'way to 5th av.....	125 04
" "	13, 43d st., flag- and curb and gut. from B'way to 5th av.....	2,969 14
Nov'r 16.	19th st., flagging from 2d to 3d avenue.....	551 27
" "	15, 7th ave., flagging from 13th to 14th street.....	103 97
" "	15, 7th ave., flagging from 13th to 14th street.....	103 97
" "	15, 7th ave., flagging from 13th to 14th street.....	747 03
" "	15, 7th ave., flagging from 13th to 14th street.....	747 03



" 16.	37th st., sewer from 7th av. to 75 feet east.....	.....	1,070 03	790 30	1,560 33
" 16.	13d street, sewer from 8th to 9th avenue.....	.....	3,345 80	2,290 00	5,635 80
" 26.	41st st., flagging southwest corner of 6th avenue.....	.....	61 16	341 47	402 63
" 26.	31st st., flagging from 8th to 9th avenue.....	.....	555 68	353 65	909 33
" 26.	41st st., sewer from 3d to Lexington avenue.....	.....	2,250 03	204 83	2,454 86
Dec'r	7.. 43d st., paving from Broadway to 5th avenue.....	.....	1,529 26	149 49	1,678 75
" 13.	6th st., sewer from 1st to 2d avenue.....	.....	1,933 75	.....	1,933 75
" 13.	30th st., regulating from 10th avenue to Hudson river.....	.....	10,239 02	127 63	10,416 65
" 13.	Leonard street, sewer from West Broadway to 60 feet west of Broadway.....	.....	3,021 26	88 78	3,110 04
" 23.	Greenwich st., sewer from Cortlandt to Liberty street.....	.....	712 40	.....	712 40
" 28.	37th st., sewer from Madison to 4th avenue.....	.....	1,569 50	251 25	1,820 75
" 28.	4th st., sewer from Troy to near Jane street.....	.....	714 59	93 01	807 60
" 30.	1st avenue, flagging from 25th to 29th street.....	.....	.....	86 09	86 09
1854.					
Feb'y 8..	21st street, receiving basins and culverts southeast corner of 21st st. and 8d avenue.....	.....	72 21	104 60	176 81
Mar'h 17.	70th st., regulating from 3d to 4th avenue.....	.....	1,240 76	1,092 16	2,332 92
Feb'y 8..	28th st., flagging bet. Broadway and 6th avenue.....	.....	16 99	169 90	186 89
" 8.	Broadway, filling from 41st and 42d sts.....	.....	55 83	2 23	88 06
" 8.	43d st., filling between 7th and 8th avenues.....	.....	446 97	167 14	614 11
" 8.	34th st., filling between 4th and Lexington av's.....	.....	196 37	364 35	560 72
" 8.	30th st., filling between 9th and 10th avenues.....	.....	.....	581 14	581 14
" 8.	19th st., flagging near 2d avenue.....	.....	139 00	.....	139 00
" 8.	Prince st., sewer from Thompson to Macdougall st.....	.....	1,855 83	227 68	2,083 51
" 8.	5th st., sewer from 3d to 4th avenue.....	.....	2,836 46	3,310 58	6,170 04
Mar'h 17.	Washington st., reg. from Gansevoort to 12th st.....	.....	862 86	.....	862 86
" 17.	Sheriff st., flagging from Grand to Broome street.....	.....	323 90	57 83	361 73
" 17.	8th avenue, flagging from 36th to 37th street.....	.....	104 14	179 68	283 82
" 17.	34th st., flagging from Broadway to 7th avenue.....	.....	52 13	308 23	360 35
" 17.	36th st., regulating from 3d to Lexington avenue.....	.....	908 75	815 89	1,774 64
" 17.	42d st., regulating from 5th to 6th avenue.....	.....	771 64	1,057 23	1,858 87
" 17.	Division st., crosswalks at northwest corner of Suffolk.....	.....	87 84	12 23	60 07
" 17.	Amos st., sewer from Hudson river to 4th st.....	.....	7,861 14	835 70	8,696 84
May 9..	Well and pump 82d st., between 8d and 4th av's.....	.....	145 20	228 30	228 30
June 13..	44th st., grading from 11th avenue to Hudson river.....	.....	8,863 38	490 57	4,353 95
Carried forward.....		.....	\$57,341 62	\$17,052 99	\$74,394 61

DATE OF CONFIEM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854.	Brought forward.....	.....	.....	\$57,341 62	\$17,052 99	\$74,394 61
Aug't 10.	26th st., flagging between 1st av. and East river.....	.....	.....	283 64	27 00	320 64
" 10.	47th st., filling from 10th to 11th avenue.....	.....	.....	858 75	258 71	1,117 46
" 10.	14th st., fencing No. 218 to 8th avenue.....	.....	.....	53 72	25 52	79 54
" 15.	32d st., sewer from 9th to 10th avenue.....	.....	.....	3,988 52	3,459 01	7,457 53
" 15.	63d st., reg. and grading from 8th to 9th avenue.....	.....	.....	1,916 05	2,503 35	4,719 43
" 17.	West st., crosswalks opposite pier No. 41, N. river.....	.....	.....	102 38	102 85	204 76
" 17.	Forty 8th st., sewer from Stanton to Houston street.....	.....	.....	441 69	383 68	825 37
" 17.	Broadway, sewer from 26th to near 25th st.....	.....	.....	1,309 68	.....	1,309 68
" 17.	Bayard st., sewer from Bowery to west of Chrystie st.....	.....	.....	1,086 46	.....	1,086 46
" 17.	38th st., sewer from 2d avenue to near 3d avenue.....	.....	.....	2,215 58	1,343 38	3,558 96
April 22.	46th st., filling from 10th to 11th avenue.....	.....	.....	401 63	187 05	588 68
" 22.	54th st., filling south side, between 6th and 7th avs.....	.....	.....	374 33	179 95	554 28
" 22.	29th st., filling from 9th to 10th avenue.....	.....	.....	.....	.....	803 24
" 22.	12th and 18th sts., filling from 1st av. to Avenue A.....	.....	.....	.....	878 32	878 32
" 22.	37th and 38th sts., filling from 2d to 3d avenue.....	.....	.....	503 24	358 39	759 95
" 22.	6th avenue, filling west side from 50th to 51st st.....	.....	.....	401 56	.....	523 91
May 4.	33th st., flagging from 1st to 3d avenue.....	.....	.....	523 91	280 16	657 45
Sept'r 8.	10th st., basins and culverts southeast corner of Av. D.....	.....	.....	377 29	.....	238 57
" 8.	Henry st., sewer from Clinton to Montgomery st.....	.....	.....	238 87	.....	238 87
" 14.	34th st., regulating curb and gutter from 8th to 9th av.....	.....	.....	2,142 85	241 70	2,384 55
" 29.	Oak st., sewer from Oliver to Catherine st.....	.....	.....	1,223 83	1,973 30	2,797 13
" 29.	June st., sewer from West st. to new bulkhead.....	.....	.....	943 47	.....	943 47
" 29.	18th st., fencing from 1st to 2d avenue.....	.....	.....	2,215 03	2,115 03	4,330 06
" 18.	Vesey st., sewer from Greenwich st. to Broadway.....	.....	.....	29 97	.....	29 97
" 28.	Grand st., sewer from Wooster to Greene st.....	.....	.....	3,962 78	253 39	4,216 17
" 28.	Norfolk st., flagging from Irvington to Stanton st.....	.....	.....	780 72	94 22	884 94
Oct'r 27.	Bowery, sewer west side of Great Jones and Bond sts.....	.....	.....	.....	55 59	55 59
Dec'r 27.	Molt st., flagging in front of No. 175 and 177.....	.....	.....	.....	145 22	1,070 68
" 27.	2d avenue, sewer from 3d to 4th street.....	.....	.....	188 98	.....	188 98
" 27.	54th st., curb, gutter and flagging bet. 7th and 8th avs.....	.....	.....	583 91	47 80	641 71
" 27.	.....	.....	.....	1,027 70	597 65	1,625 35



DATE OF CONFIRM'N	TITLE OF WORK.	OTHER.	SHEET.	AMOUNTS PAID CHAMBERLAIN,	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855.	Brought forward.....			\$117,472 59	\$49,627 90	\$166,900 49
Nov'r 26..	Houston, Chrystie and Forsyth sts., flagging.....			216 31	87 96	304 29
Dec'r 12..	Broome st., flagging and curb and gutter opposite Nos. 10, 12 and 71.....					161 13
" 12..	125th st., curb and gutter from 5th to 6th av.....			115 28	45 85	86 84
" 14..	Anos st., flagging southeast corner of Greenwich st.....				86 84	98 54
" 14..	12th st., filling from Av. C to Dry Dock st.....			67 07	31 47	154 73
" 14..	Madison st., flagging curb and gutter from Montgomery to Gouverneur st.....				154 73	278 67
" 29..	Cannon st., flagging curb and gutter from Grand to Broome st.....			278 67		393 53
Feb'y 24..	45th st., paving from 8th to 9th avenue.....			393 53		1,519 16
Sept'r 21..	44th st., sewer from 3d avenue to 42d st.....			1,819 16		18,069 41
				9,076 78	8,992 69	
Oct'r 23..	29th st., paving from 2d to 3d avenue..... Amount paid Chamb'n as per receipt..... \$597 75 Interest added to assessment instead of int'l. 25					
				\$597 50		
	Deputy's return of Oct. 2, 1854, short added.....		10 00	597 50	316 81	924 31
Nov'r 16..	Dover st., sewer from E. river to Franklin Sq. Amount returned Bureau of Arr's by Deputy Map 26, amount of assessment \$12 60; ret'd to Bureau of Arrears \$12, short..... 60			4,346 03	521 85	4,867 90
	Correct arrears.....					

" 15..	Laurens st., sewer from Canal st. to 300 feet north.....	.....	.....	.....	634 44	451 83	1,083 27
	Deputy's return of April 15, 1854, map 15, amount of assessment \$50 51; paid Chamb'n \$61 51.....	.....	1 00	.....	.....	.....	.....
" 16..	49th st., regulating, and curb and gutter from 10th av. to Hudson river.....	.....	.....	.....	10,217 84	3,989 98	14,207 79
	Map 5, over paid Chamb'n 02.....	02	.....	.....	.....	.....	.....
" 16..	do do 01.....	01	08	.....	.....	.....	.....
	18th st., sewer from 10th avenue to H. river. Deputy's return of June 30, 1854, short in footing.....	.....	.....	.....	5,237 32	.....	5,237 42
Dec'r 13..	23d st., flagging from 5th to 6th avenue.....	10	.....	10	.....	.....	.....
	Map 2, sum t of assessment \$37 77; p'd Chamberlain \$37 70.....	07	.....	07	323 11	.....	323 18
" 22..	Greenwich and Liberty sts., rec'g basins, &c. Map 39, amount of assessment \$18 83; paid Chamberlain \$18 83, short.....	.....	.....	.....	362 71	18 46	381 47
	Map 26, amount of assessment \$15 55; paid Chamb'n \$15 78.....	50	.....	.....	.....	.....	.....
" 22..	41st st., regulating and paving from 2d to 3d avenue.....	20	.....	30	.....	.....	.....
	Map 36, amount of assessment \$4 25; paid Chamberlain \$4.....	25	.....	25	655 11	577 50	1,232 86
" 30..	5th st., sewer from Avenue A to 1st avenue.....	.....	.....	.....	2,648 74	200 43	2,850 17
	Deputy's returns of March 20, 1854, ret'd.....	\$1 00	.....	1 00	.....	.....	.....
1854. Feb'y 8..	Elizabeth st., sewer from Eleecker to Houston street.....	.....	.....	.....	1,204 18	186 84	1,391 14
	Map 20, assessment \$62 32; paid Chamberlain \$62 20.....	.....	.....	12	.....	.....	.....
Carried forward.....				\$11 84	\$155,886 29	\$65,291 16	\$220,658 36

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854.	Brought forward.....	\$1 03	\$11 84	\$155,396 39	\$65,291 16	\$220,688 56
Feb'r 8..	35th street, sewer from 9th to 10th avenue...	60	.....	2,417 74	880 75	3,297 89
" 8..	Deputy's ret'n of M'ch 13, 1854, over on f'g.	.....	.....	.....	.....	.....
	Broadway, curb and gutter and flagging from 51st to 59th street.....	.....	.....	2,939 92	2,699 50	4,968 40
	Am't of returns to B. of A. by Deputy.....	\$2,695 86	.....	.....	.....	.....
	Map 21, over returned to B. of A....\$10 00	.....	.....	.....	.....	.....
	" 82 do ..... 28	.....	.....	.....	.....	.....
	" 178 do ..... 1 00	.....	.....	.....	.....	.....
	" 99 do ..... 02	.....	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	" 33, short do do 50	.....	.....	.....	.....	.....
	" 80 do do do 3 62	.....	.....	.....	.....	.....
	" 125 do do do 62 4 74	6 56	.....	.....	.....	.....
	Correct arrears.....	\$2,689 30	.....	.....	.....	.....
	Deputy's return of April 19, over paid Cham- berlain.....	\$90 82	.....	.....	.....	.....
	* for this over payment see Audit book A, June 6, 1855, paid back.	.....	.....	.....	.....	.....
M'ch 27..	41st st., grading from 7th to 8th avenue....	.....	.....	3,389 92	1,176 63	4,566 55
	Amount paid Chamberlain as per receipt....	\$3,392 17	.....	.....	.....	.....
	Deputy's returns of August, interest on map 23, \$2 25 added to assessment col'n in error	2 25	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	\$3,389 92	.....	.....	.....	.....

June	8..	Well and pump on 128th st., west side, near 7th avenue.....	\$3 75	.....	73 12	160 40	229 77
		Map 29, not assessed, but paid Chamberlain.....	3 75	.....	.....	.....	.....
"	8..	35th st., sewer from 2d avenue to East river. Map 4, amount of assessment \$149 53, paid Chamberlain \$149 54.....	.....	01	1,971 59	2,066 99	4,038 57
"	13..	56th st., regulating and grading from 5th av. to Broadway.....	.....	.....	8,548 76	6,385 63	14,934 39
		Amount returned B'u of Arr's by Deputy... \$6,490 55	.....	.....	.....	.....	.....
		Ward 28, amt of assessment \$103 18; returned Bureau of Arrears \$198 10.....	94 92	.....	.....	.....	.....
		Correct arrears.....	\$6,385 63	.....	.....	.....	.....
July	26..	Mercer st., sewer from Prince to Houston st. Amount ret'd B'u of Arr's by Deputy.....	\$248 68	.....	1,490 21	248 64	1,738 85
		Map 11, amt of asst \$64 75; returned B'u of Arrears \$64 79.....	04	.....	.....	.....	.....
		Correct arrears.....	\$248 64	.....	.....	.....	.....
"	26..	46th st., sewer from 5th to 7th avenue.....	.....	.....	8,201 84	2,730 00	10,931 83
		Deputy's ret'n of Oct'r 2, 1854, error in foot'g. 01	01	.....	.....	.....	.....
"	26..	53d st., curb and gutter and regulating from Broadway to 10th avenue.....	.....	.....	521 75	4,217 29	4,739 04
		Amount returned B. of A. by Deputy.....	\$4,302 56	.....	.....	.....	.....
		Map 64, \$78 50; 119, \$2 25; 120, \$2 25; 121, \$2 25—all paid Chamb'n and returned to Bureau of Arrears.....	\$85 25	.....	.....	.....	.....
		Map 27, ret'd to B'u of Arr's (over)... 02	85 27	.....	.....	.....	.....
		Correct arrears.....	\$4,217 29	.....	.....	.....	.....
		Carried forward.....	\$96 22	\$11 84	\$184,391 24	\$35,846 79	\$270,153 65

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1854.						
Aug't 8..	Brought forward.....	\$96 22	\$11 84	\$184,391 24	\$85,846 79	\$270,158 65
	57th st., regulating and grading from 5th av. to Broadway.....			28,462 22	14,020 92	42,483 24
	Map 94, short paid Chamberlain.....		10			
Sept'r 7..	11th st., opening from Dry Dock to East river Amount ret'd B'n of Arr's by Deputy. ....			1,377 35	710 35	2,091 00
	Map 37 is not paid or returned B'n of Arrears. *					
	“ 44 do do short..\$6 00					
	do do ..10 00					
	Correct arrears.....					
	Map 114, p'd as per Deputy's condenser, but not paid to the Chamberlain.....					
	Map 115, over paid Chamberlain.....		3 30			
April 22..	54th st., filling from Broadway to 8th av....			1,655 63	167 42	1,823 03
	Map 9, amount of assessment \$126 87; paid Chamberlain \$126 89.....	02				
“ 22..	15th street, from Avenue A to B.....			876 74	418 00	1,296 46
	Map 11, short paid Chamberlain.....					
	Error in deducting from assessment column..		1 72			
“ 22..	49th st., north side, filling between 6th and 7th avenues.....					
	Ret's of Dep'y Jan. 18, 1853, not p'd Chamb'n		53 04	32 96	60 86	146 88



"	22..	11st st, paving and flagging from Broadway to 6th avenue.....	.....	.....	.....	629 90	325 92	935 82
		Amount paid Cham'b'n as per receipt.....	\$632 90	.....	.....	.....	.....	.....
		Returns Feb'y 26, 1855, interest wrong added to assessment column.....	3 06	.....	.....	.....	.....	.....
			<u>\$629 90</u>	.....	.....	.....	.....	.....
"	22..	1st av, west side, filling from 44th to 45th st. Returned May 25, 1856, paid Chamberlain..	01	.....	01	1,278 17	81 70	1,809 88
"	22..	53d st., regulating and curb and gutter from 3d av. to East river.....	.....	.....	.....	5,715 37	1,874 86	7,592 70
		Return of Dec. 18, 1854, deducted interest from assessment column, short.....	60	.....	.....	.....	.....	.....
		Return of April 16, 1855, do ..	1 57	.....	2 47	.....	.....	.....
Sept'r 7..		85th st., opening from 3d av. to East river..	.....	.....	.....	14,750 81	1,795 54	16,534 99
		Ward 46½, not paid Chamberlain, but paid on Deputy's condenser.....	\$9 06	.....	.....	.....	.....	.....
		Ward 6, am't of asst's \$17 36; p'd \$17 30, sh't Deputy's rets Jan. 8, 1854, short paid Cham. 13	06	.....	.....	.....	.....	.....
			<u>9 25</u>	.....	.....	.....	.....	.....
		Ward 1, am't of assessment \$263 28; paid Chamberlain \$263 58, (over).....	00 30	.....	.....	.....	.....	.....
		Wrong added interest to assessment.....	00 31	.....	8 64	.....	.....	.....
"	8..	Spring, Thompson and Sullivan sts., sewer..	.....	.....	.....	948 08	49 23	992 28
		Map 20, am't of asst \$8 80; paid Cham'b'n	\$8 83	03	.....	.....	.....	.....
"	8..	Monroe st., sewer from Jefferson to Rutgers street.....	.....	.....	.....	1,357 98	.....	1,358 80
		Map 22, short paid Chamberlain.....	83	.....	82	.....	.....	.....
		Return of Nov. 27, 1854, error in foot'g over	1	.....	.....	.....	.....	.....
		Carried forward.....	\$96 27	\$31 94	\$241,501 47	\$105,801 59	\$346,788 73	

[illegible]







DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Jan'y 24..	Brought forward.....	\$97 85	\$210 19	\$269 908 10	\$117,494 09	\$387,665 26
	Map 135, on Deputy's return, but not paid Chamberlain.....\$1 65					
	" 89, assessment \$6 70; paid Cham- berlain \$6 07, short..... 63					
	Interest added to asst.....\$1 49					
	Map 135, asst \$35 41; p'd \$35 47. 06 \$1 55		72			
1854. Nov'r 25..	2d avenue, regulating and grading from 53d to 86th street, sec. B.....					
	Amount returned B'n of Arrears by Deputy \$37,120 28			103,122 76	26,113 01	139,901 11
	Map 254, paid Chamberlain and returned to B'n of Arr's \$208 67					
	" 255, do do ... 208 67					
	" 256, do do ... 208 67					
	" 257, do do ... 212 35					
	" 618, p'd as per Cond'r do ... 25 00					
	" 620, do do ... 25 00					
	" 1245, paid Chamb'n do ... 225 00					
	" 701, do do ... 25 00					
	" 1597, asst \$20 50; returned B. of Arrears \$25..... 4 50					
	" 1716, asst \$25; paid Chamb'n \$5, and ret'd to B. of Arr's \$25; over returned..... 5 00					
						\$1,147 86



DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Feb'y 24..	Brought forward.....	\$97 85	\$876 26	\$373,543 26	\$153,728 75	\$528,050 42
	Mott st., sewer from Grand to Houston st.....	.....	.....	6,522 84	1,350 85	7,873 72
	Amount paid Chamb'n as per receipt.....	\$5,524 50	.....	.....	.....	.....
	Returns of May 7, 1855, interest added to as- sessment.....	.....	.....	.....	.....	.....
	Returns of July 23, 1853, interest de- ducted from assessment.....	1 75	.....	.....	.....	.....
	.....	.....	.....	.....	.....	.....
	.....	\$5,522 84	.....	.....	.....	.....
Jan'y 19 .	Avenue D, flagging and curb and gut. from 3d to 10th street.....	.....	.....	3,001 84	681 09	3,683 08
	On Deputy's returns of April 23, 1855, wrong deducted from assessment column.....	\$0 15	15	.....	.....	.....
1854. Nov. 28..	38th st., paving from 3d av. to East river....	.....	.....	1,040 27	1,571 02	2,611 29
	Amount ret'd B'n of Arr's by Deputy.....	\$1,571 29	.....	.....	.....	.....
	Map 16, ass't \$42 25; returned B. of Arrears \$12 52 (over).....	27	.....	.....	.....	.....
	Correct arrears.....	\$1,571 02	.....	.....	.....	.....
" 28..	Broadway, sewer from 24th to 25th street... Map 5, assessment \$52 50; paid Chamberlain \$52 52.....	02	.....	247 52	501 75	749 25
" 28..	48th st., sewer between 8th and 9th avs..... Map 12, assessment \$135 52; paid Chamb'n \$135 62.....	10	.....	3,323 28	708 40	4,031 56







	20	10 05	14 205 50	4,864 50	19,019 00
Mar. 24.. Deputy's ret'n of Dec. 10, 1855, over p'd on footing.....00 10					
129th, 130th and 131st st., opening from 10th avenue to Hudson river.....			14,205 50	4,864 50	19,019 00
Amount paid Cham'n as per receipt Book..\$14 209 74					
Deputy's return of July 30, 1855, interest added to assessment column 49 etc.....00 49					
On return of Aug. 27, 1855, interest added to asst column \$3 75.....3 75	4 24				
	\$14,205 50				
Return of Sept'r 17, 1855, error in addition..	51 00				
May 26.. Rivington st., sewer from Clinton street to Boverly.....					
Map 166, paid Cham'n and ret'd B'n of Ar-rears, over ret'd.....\$8 75			8,517 57	1,110 00	9,997 87
Map 261, not p'd Cham'n or ret'd B. of Ar-rears, short.....8 75					
Amount paid Cham'n as per receipt book..\$8,522 28					
Deputy's return of Dec. 17, 1855, int't wrong added to assessment \$1 69.....4 69					
	\$8,517 57				
Map 7, not paid Cham'n or returned to the Bureau of Ar-rears, but marked paid on Deputy's condenser.....\$70 50					
Map 170 do do .....8 75					
Return of Aug. 6, 1855, short in footing.....1 00					
Do do over deduc'd on ret's...05		70 30			
Carried forward.....	\$167 13	\$956 79	\$151,123 74	\$175,334 96	\$630,243 36

DATE OF CONFIRM'	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN, OF AREARS.	AMOUNTS RETURNED TO BUREAU OF AREARS.	AMOUNT OF ASSESSMENT.
1855.						
June 15..	Brought forward.....	\$167 13	\$956 79	\$454,123 74	\$175,334 96	\$630,248 36
	84th st., opening from 8th to 9th avenue.....	.....	.....	702 00	3,151 00	4,325 00
	Amount ret'd Bureau of Arears by Deputy.....	.....	.....	.....	.....	.....
	Map 72, not paid or ret'd B. of A..... \$19 00	.....	.....	.....	.....	.....
	" 106, do ..... 120 00	.....	.....	.....	.....	.....
	" 108, do ..... 5 00	.....	.....	.....	.....	.....
	Correct arrears..... \$3,151 00	.....	.....	.....	.....	.....
	Amount marked paid on Deputy's condenser. \$1,174 00	.....	.....	.....	.....	.....
	Paid Chamberlain..... 702 00	.....	.....	.....	.....	.....
	Short difference bet. payment to Chamb'n and condenser..... \$472 00	.....	472 00	.....	.....	.....
15..	83d st., opening from 8th av. to Hudson river. Am't ret'd Bureau of Arr's by Deputy (sh't) \$5,148 46	.....	.....	951 04	5,161 06	6,143 50
	Map 203, ass't \$28 16; ret'd Bureau of Ar- rears \$23. 00 16	.....	.....	.....	.....	.....
	" 140, not p'd or ret'd to B. of A.. 12 00	.....	.....	.....	.....	.....
	" 273, do ..... 1 04	.....	.....	.....	.....	.....
	Correct arrears..... \$3,161 86	.....	.....	.....	.....	.....
	Map 91 B, am't of ass't \$154 83; paid to the Chamb'n \$151 08..... 80	.....	80	.....	.....	.....
Aug. 15..	Broadway, flagging east side from 35th to 38th st ..... 798 34	.....	.....	376 13	421 62	798 34
	Wrong deducted from ass't column on returns Dec. 21, 1855..... 59	.....	59	.....	.....	.....

" 15..	39th st., flagging from 10th av. to H. river.....	.....	.....	.....	228 07	1,445 52	1,673 59
	Amount ret'd B. of Arr's by Deputy.....	\$1,372 23	.....	.....	.....	.....	.....
	Map 97, not paid or ret'd to B. of A. \$60 24	73 24	.....	.....	.....	.....	.....
	do do .. 13 00	.....	.....	.....	.....	.....	.....
	Correct arrears.....	\$1,445 53	.....	.....	.....	.....	.....
Sept 21..	41st st., flagging from 2d to 3d avenues.....	.....	.....	.....	97 57	236 02	333 59
	Amount ret'd B. of A. by Deputy.....	\$216 22	.....	.....	.....	.....	.....
	Map 2, amt of ass't \$34 21; ret'd Bureau of Arrears \$14 41.....	19 80	.....	.....	.....	.....	.....
	Correct arrears.....	\$236 02	.....	.....	.....	.....	.....
" 21..	Broadway, paving from 45th to 50th street..	.....	.....	.....	1,607 11	1,994 52	3,632 24
	Amount ret'd B. of Arr's by Deputy.....	\$2,083 15	.....	.....	.....	.....	.....
	Map 49, paid Chamb'n and ret'd B. of Arr's, (over).. \$34 39	.....	.....	.....	.....	.....	.....
	" 93, paid Deputy, not paid Cham- berlain and ret'd B. of A.... 10 12	.....	.....	.....	.....	.....	.....
	" 94, do .... 10 12	.....	.....	.....	.....	.....	.....
	Map 130, not p'd or ret'd B. of Arr's.. 11 00	43 63	.....	.....	.....	.....	.....
	Correct arrears.....	\$1,994 52	.....	.....	.....	.....	.....
The following numbers and amounts were paid Deputy as per his private return, but not paid the Chamberlain: Short.							
	Map 91, \$10 12; 92, \$10 12; 93, \$10 12; 94, \$10 12; 95, \$10 12.....	\$50 60	.....	.....	.....	.....	.....
	" 43, ass't \$17 41; paid Chamb'n \$170 40	01	50 61	.....	.....	.....	.....
Carried forward.....				\$167 18	\$1,480 79	\$187,745 30	\$617,174 62

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF BUREAU ASSESSMENT.
1855. Oct'r 2..	Brought forward.....	\$167 13	\$1,480 79	\$458,115 66	\$187,745 30	\$647,174 62
	43d st., sewer from a point 50 feet west of 6th avenue, through Broadway to 4th street..	.....	.....	.....	.....	.....
	Map 55, paid Deputy as per his condenser, but not paid Chamberlain or ret'd Bureau of Arrears, (short).....	\$83 50	.....	4,529 90	339 70	4,971 10
	Map 60, on Deputy's private returns paid, but not paid Chamberlain.....	\$6 00	.....	.....	.....	.....
	" 61, do do .. 6 00	.....	.....	.....	.....	.....
	" 62, do do .. 6 00	18 00	101 50	.....	.....	.....
" 2..	East Broadway, sewer from Jefferson to Mont- gomery street.....	.....	.....	.....	.....	.....
	Amount returned B'n of Arr's by Deputy....	\$513 34	.....	2,851 89	564 19	3,475 53
	Map 2631, not paid Chamb'n or ret'd B. of A.	50 63	.....	.....	.....	.....
	Correct arrears.....	\$564 19	.....	.....	.....	.....
	Map 416, not paid Chamb'n or ret'd Bureau of Arrears, but marked paid on Deputy's condenser.....	\$32 50	62 50	.....	.....	.....
" 5..	19th st., flag'g south side from 4th to 5th av. Map 2, on Deputy's private returns paid, but not paid to the Chamb'n \$28 87.....	\$28 87	28 87	691 61	.....	710 45
" 5..	25th st., sewer from 9th av. to near 8th av.. Deputy's ret's of Dec'r 24, 1855, paid short to the Chamb'n, error in footing.....	.....	.....	1,558 50	28 21	1,587 21
		20	20	.....	.....	.....









DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF AREAS.	AMOUNT OF ASSESSMENT.
1854.	Brought forward.....	\$167 15	\$2,754 66	\$485,649 66	\$202,700 50	\$892,092 36
	51st street sewer, 3d to 4th av. (continued)..	5,152 50				
	Map 55, ass't \$7 50; paid Chamberlain					
	50 cts. and ret'd B. of A. \$7 50; over					
	returned.....	50				
	Map 56, ass't \$7 50; paid Chamberlain					
	50 cts. and ret'd B. of A. \$7 50; over					
	returned.....	50				
	Over ret'd B. of A.....	5 50				
	Map 69, ass't \$7 50; ret'd B. of A. \$6..	1 50				
	Correct arrears.....	\$5,148 50				
	Map 98, marked paid on condenser, but not					
	paid Chamberlain.....	\$7 50				
	The following numbers and amounts are p'd					
	Deputy as per his private return, but not					
	paid Chamberlain :					
	Map 25, \$108 86; 26, \$108 86; 28, \$107 90; 29,	\$433 04				
	" 30, \$109 36; 57, \$7 50; 58, \$7 50; 59, \$7 50	131 86				
	" 60, \$7 50; 14, \$151 87; 3, \$7 50; 15,					
	\$160 75.....	327 62				
	" 16, \$7 50; 17, \$7 50; 18, \$7 50; 19, \$7 50	30 00				
	" 20, \$7 50; 21, \$7 50.....	15 00				
	" 22, \$209 63.....	209 63				
	Return Jan. 7, 1856, short in footing.....	1,151 63				
			1,151 63			

Oct'r 25..	Molt st., sewer from Hester to crown Walker street.....	.....	.....	.....	775 39	56 42	996 86
	Map 7, on private return paid Deputy, but not paid Chamberlain.....	\$52 27	.....	.....	.....	.....	.....
	" 9, do do ..	52 78	105 05	.....	.....	.....	.....
" 26..	39th st., paving from 7th to 8th avenue.....	.....	.....	.....	1,076 69	438 77	1,529 21
	Map 45, on Deputy's private return paid, but not paid to the Chamberlain.....	\$13 75	13 75	.....	.....	.....	.....
Nov'r 26..	Avenue B, flagging from Houston to 2d st. Map 5, marked paid on condenser, but not paid Chamberlain.....	.....	.....	.....	329 88	38 82	407 06
	.....	\$38 66	38 66	.....	.....	.....	.....
Dec'r 12..	South st., flagging from Gouverneur to Jackson street.....	.....	.....	.....	142 92	109 67	294 93
	The following numbers and amounts are p'd to Deputy as per his private returns, but not paid Chamberlain:	.....	.....	.....	.....	.....	.....
	Map 11, \$10 59; 12, \$10 59; 13, \$10 59; 14, \$10 53.....	\$12 36	42 36	.....	.....	.....	.....
1855.	27th st., flagging from 6th av. to H. river.....	.....	.....	.....	821 77	519 90	1,408 76
Oct'r 26..	Amount ret'd B. of A. by Deputy.....	\$493 97	.....	.....	.....	.....	.....
	Map 35, not paid or ret'd B'u of Arr's \$16 68	.....	.....	.....	.....	.....	.....
	" 15, do do ..	.....	.....	.....	.....	.....	.....
	Short ret'd B'u of Arr's.....\$31 28	.....	.....	.....	.....	.....	.....
	Map 79, ass't \$10 53; ret'd B'u of Arr's rear's \$15 83.....	5 35	25 93	.....	.....	.....	.....
	Correct arrears.....	\$519 90	.....	.....	.....	.....	.....
	Map 14, marked paid on Condenser, but not paid Chamberlain.....	\$1 00	.....	.....	.....	.....	.....
	Carried forward.....	\$167 15	\$4,109 17	\$488,796 01	\$203,864 08	.....	\$696,669 20

DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855.						
	Brought forward.....	\$167 15	\$4,109 17	\$488,796 01	\$203,864 08	\$695,660 20
	27th st., flag, from 6th av., &c., continued... \$1 00					
	The following numbers and amounts were paid Deputy as per private return, but not paid Chamberlain:					
	Map 4, \$15 88; 5, \$10 18; 32, \$3 12; 91, \$16 04; 94, \$15 88.....					
		\$66 10				
	Ret'n of Jan. 21, 1856, over p'd er'r in foot'g.	\$87 10	67 09			
Oct'r 26..	11th av., reg., paving and curb and gutter from 25th to 51st street.....					
	Amount returned E. of A. by Deputy.....			402 07	2,596 11	3,139 70
	Map 319, not paid or ret'd B. of A.....\$2 45					
	" 320, do ..... 2 45					
	" 321, do ..... 2 45					
	" 322, do ..... 2 45					
	" 323, do ..... 2 45					
	" 324, do ..... 2 45					
	" 325, do ..... 2 45					
	Correct arrears.....	17 15				
		\$2,596 11				
	Map 57, marked paid on cond'r, but not paid Chamberlain..	\$58 50				
	" 58 do do ..... 62 93					
	" 49 do do ..... 2 26					
	" 50 do do ..... 2 26					
	" 51 do do ..... 2 26					
	" 277 do do ..... 2 45					



DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Nov'r 27..	Brought forward.....	\$167 15	\$5 013 16	\$491,796 61	\$209,085 54	\$705,728 16
	37th st., sewer from 11th avenue to 50 feet west of 10th avenue.....				6,589 95	10,249 90
	Amount returned B. of A. by Deputy.....			3,079 95		
	Map 41, not paid or ret'd B. of A. (\$'s) \$7 50					
	" 82 do do " 137 50					
	" 47, amount of assessment \$215 60; returned B. of A. \$215 16.....					
	44 145 44					
	Correct arrears.....					
	Map 20, on Deputy's private returns paid, but not paid Chamb'n. \$5,589 95					
	" 21, do do do do do \$145 00					
	" 22, do do do do do 145 00					
	" 57, do do do do do 145 00					
	38th st., paying and flag, from 7th to 8th av. Amount ret'd Bureau of Arrears by Deputy.. Map 59, ass't \$19 88; returned to Arrears \$18 85; short.....			1,172 67	508 12	1,794 32
Dec'r 12..	Correct arrears.....					
	Map 60, on Deputy's private return paid, but not paid Chamb'n. \$508 12					
	" 61, do do do do do \$17 62					
	" 62, do do do do do 17 62					
	" 50, do do do do do 62 57					
	113 53					
	15 72					



DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
	Brought forward.....	\$167 15	\$6,108 19	\$502 956 75	\$217,608 07	\$727,436 06
	The following numbers and amounts are paid Deputy as per his private return, but not paid Chamberlain—					
	Map 14, \$129 85; 15, \$129 85; 12, \$95 85....					
	" 22, \$71 62; 23, \$124 80; 24, \$124 80....					
	" 25, \$125 22; 54, \$4 21.....		810 20			
1855.						
Dec'r 29..	Division st., sewer from Laddow to Orchard st Map 2, on Deputy's private return paid, but not paid Chamb'n, short....			563 90	43 00	696 31
	Map 5, on Deputy's private return paid, but not paid Chamb'n, short.....		73 41			
" 29..	16th st, Irving Place, receiving basin and culvert.....			274 96	82 81	375 71
	Amount ret'd B'n of Arr's by Deputy.....					
	Map 33, not paid or ret'd B. of A.. \$4 96					
	" 36, do do .. 10 32					
	Correct arrears.....					
	Map 34, on Deputy's private return paid, but not paid Chamb'n.....					
	" 35, do do .....		17 96			
" 29..	44th street, sewer from 9th avenue to 10th AVENUE.....			1,167 91	3,237 10	5,372 51





DATE OF CONFIRM'N	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1855. Dec'r 26..	Brought forward..... The following numbers and amounts are p'd Deputy as per his private return, but not paid Chamberlain— Map 1, \$28 45; 2, \$52 63; 7, \$49 16..... \$129 26 " 8, \$48 16; 14, \$53 16; 15, \$52 25..... 153 57	\$167 15	\$2,142 39	\$506,382 57	\$221,955 42	\$736,506 06
1855. Nov'r 26..	83d st., flagging from 8th to 9th avenue.... The following numbers and amounts are paid Deputy as per his private ret'n, but not paid Chamberlain— Map 2, \$35 35; 3, \$35 35..... 70 70 " 4, \$35 35; 5, \$35 35..... 70 70		282 83	65 55		206 95
Oct'r 26..	Short..... \$141 40 3d st., sewer from old sewer to East river.... Amount ret'd B'n of Arr's by Deputy..... \$610 94 Map 296, p'd Deputy and ret'd B. of A. \$6 78 " 160, p'd Chamber'n & ret'd B. of A. 7 50 " 219 do .. 7 50 " 184, as't \$6 00; returned B. of Ar- rears \$6 90 90 " 293 do 2 40 do 6 40 4 00		141 40	1,646 87	591 76	2,334 93
	Over returned to Arrears.....26 68 Map 176, not p'd or ret'd B. of A..... 7 50	19 18				
	Correct arrears.....	\$591 76				



## ROBERT MCGARY, DEPUTY COLLECTOR.

DATE OF CERTIFICAT	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1893. Jan'y 10.	Broadway and 7th avenue, paving from 42d to 46th street..... Map 124, not paid Chamberlain or returned B'u of Arrears.....	..... ..... .....	..... \$3 29 .....	\$8,503 86 ..... .....	\$814 89 ..... .....	\$9,354 04 ..... .....
" 10..	Mercer st., sewer from old sewer, &c..... Returns of June 6, 1893, wrong added to ass't do .....	..... 40 20	..... ..... .....	..... 3,157 40 .....	..... 143 49 .....	..... 3,300 37 .....
" 10..	Return of May 21, 1893, wrong deducted in- terest from assessment.....	60 08	..... 52	..... .....	..... .....	..... .....
" 10..	122d st., flagging from 3d avenue to Hudson river..... Map 2, not paid Chamberlain or returned B'u of Arrears, short..... Map 34, ass't \$69 33; ret'd to B. of A. \$65 65.	..... \$15 34 3 68	..... ..... 19 02	1,479 89 ..... .....	1,196 64 ..... .....	2,695 55 ..... .....
" 10..	30th st., flagging from 10th avenue to Had. river..... Map 38, not paid or ret'd B'u of Arrears....	..... \$12 15	..... 12 15	495 89 .....	127 00 .....	635 04 .....

Feb'y 12..	Repairing and re-flagging Nos. 32, 34 and 38 Jay street.....	.....	.....	.....	244 78	.....	244 78
"	12.. Water st., sewer from Fulton to Beekman st. .....	.....	.....	.....	849 72	49 08	897 80
"	12.. Thomas st., sewer from Greenwich to Temple street.....	.....	.....	.....	1,909 72	241 10	2,208 07
	Map 17, not paid Chamberlain or returned B. of Arrears.....	\$57 23	.....	.....	.....	.....	.....
	Returns of Aug. 22, 1853, short p'd Chambl'n	02	57 25	.....	.....	.....	.....
"	12.. 29th st., sewer from Lexington to 3d avenue. .....	.....	.....	.....	997 60	451 52	1,449 42
"	12.. Avenue B, sewer from 10th and 11th sts.....	.....	.....	.....	721 90	86 24	808 14
"	12.. Washington st., sewer from Reckor to Morris Map 20, paid Deputy, but not paid Chambl'n.	\$59 32	.....	.....	2,568 02	165 06	2,790 70
	Map 6, asst \$46 42; p'd Chambl'n \$46 12....	30	.....	.....	.....	.....	.....
	May 23, 1853, error in addition over \$2.....	\$59 62	.....	.....	.....	.....	.....
	2 00	.....	57 62	.....	.....	.....	.....
"	12.. 33d st., flagging from 4th to 6th avenue.....	.....	.....	.....	1,828 45	92 82	1,893 43
	Jan. 11, 1854, over paid Chambl'n on ret's....	.....	27 84	.....	.....	.....	.....
"	12.. 15th st., grading from Avenue A to B.....	.....	.....	.....	1,041 92	361 59	1,417 28
	Map 46, not paid Chamberlain, but credited on record.....	\$50 80	.....	.....	.....	.....	.....
	Map 15 A, B and C, paid and ret'n B. of A..	37 08	13 77	.....	.....	.....	.....
"	12.. 5th avenue, flagging from 25th to 34th st....	.....	.....	.....	1,244 00	321 05	1,565 05
"	12.. 36th st., paving and flagging from 5th to 6th avenue.....	.....	.....	.....	3,857 13	2,220 47	6,077 60
"	12.. Theatre Alley, paving from Beekman to Ann street.....	.....	.....	.....	684 69	150 03	864 64
	Map 17, am't of asst \$30 51; returned Bu'n of Arrears \$30 59, over.....	08	08	.....	.....	.....	.....
	Carried forward.....	.....	\$163 10	.....	\$29,555 97	\$6,481 28	\$36,201 91

DATE OF CONFIRMATION	TITLE OF WORK.	OVER.	SHORT.	AMOUNTS PAID CHAMBERLAIN.	AMOUNTS RETURNED TO BUREAU OF ARREARS.	AMOUNT OF ASSESSMENT.
1853. Feb'y 12..	Brought forward.....	\$23 44	\$163 10	\$20,585 97	\$5,481 28	\$26,201 91
	39th st., sewer from 350 feet east of 8th av. ....			8,712 62	8,011 91	11,724 79
	Map 34, amt of asst \$150 14; paid Chamb'n					
	\$79 90 6h't	24				
	" 40 do 150 14 " 180 15 o'r.	01	23			
" 12..	30th st., sewer from 9th to 10th avenue.....					
" 12..	Charles st., sewer from Greenwich avenue to North river. ....			4,443 28	759 65	5,202 93
	Account over \$110 43; no returns or conden- ser found.....	110 43		10,751 65	400 68	11,041 91
" 12..	38th st., sewer from 8th av. to near 6th av. ....					
" 12..	15th st., sewer from 6th to 7th avenue.....			6,002 21	4,752 11	10,754 32
	Return of June 20, 1853 short paid Chamb'n	\$50 90		2,383 68	65 24	2,494 12
	Map 27, over paid Chamb'n \$5 70.....	5 70	45 20			
" 12..	Duane st., re-paving from Washington to West street.....			784 20	175 89	943 64
	Amount ret'd B'n of Arrears.....	\$200 56				
	Map 23, paid Chamb'n and ret'd B. of A....	24 57				
	Correct arrears.....	\$175 90				
	Map 14, over paid Chamb'n.....\$10 00					
	Error'y added on Deputy's ret'n..... 56					
	Map 13, paid twice to the Chamb'n... 5 99	16 55				







DOCUMENT No. 15.

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BOARD OF ALDERMEN,

MARCH 7, 1859.

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The following communication from the Comptroller, transmitting a statement of the Accounts and Balance Sheets of the Sinking Funds, on December 31, 1858, was received, laid on the table and directed to be printed.

D. T. VALENTINE, *Clerk.*

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CITY OF NEW YORK: DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE, March 7, 1859.

*Gentlemen of the Common Council:*

In my communication under date of February 2, transmitting to your Honorable Bodies a statement of the "General Ledger Balances," or accounts purporting to be due to and from the Corporation, on December 31, 1858, I stated that the accounts and balance sheets pertaining to the Sinking Funds would be transmitted as soon as completed.

The work of posting the various books being far behind-hand at the time I assumed office, it required much more

time than was anticipated to prepare such balance sheets. They have at length been finished, and I now have the pleasure to submit them herewith.

The want of room and clerical assistance have thus far prevented a thorough investigation of these accounts by the present Comptroller. From a cursory view of them it appears that the capital of the Sinking Fund for the Redemption of the City Debt on the 31st December, 1858, amounted to.....\$8,338,191 19

Less amount of City Stocks

redeemed.....\$5,596,670

Fire Loan Bonds

and Mortgages. 43,500 5,640,170 00

Actual amount of capital..... \$2,698,021 19

There was also invested on account of said Fund, as stated below, moneys borrowed from and due to the Sinking Fund for the Payment of Interest on the City Debt, at the same date, the sum of.....

1,268,014 06

\$3,966,035 25

This amount is represented by the following items:

Amount drawn from this fund by order of the Common Council in 1835, for the purchase of Randall's Island and various market sites in the city..... \$180,421 00

Due from City Treasury on account of difference in exchange of bonds and mortgages used in settlement of Central Park awards, and stocks received therefor.....

1,462 25

Carried forward..... \$181,883 25

Brought forward.....	\$181,883 25
Sundry stocks of the Corporation standing in the name of the Commissioners of the Sinking Fund, the certificates therefor having been received from ex-Comptrol- ler Flagg.....	3,784,152 00
	<u>\$3,966,035 25</u>

The books pertaining to this Fund show a large amount (\$608,489 78) of bonds and mortgages received for sales of real estate; also the sum of \$43,500 received on account of the Fire Loan Stock, the nett proceeds of all which, when collected, will belong to it. There also appears to be a small amount of rents due which will be added thereto as collected.

The capital of the Sinking Fund for the Payment of Interest on the City Debt, on December 31, 1858, amounted, according to the books, to..... .. \$2,579,534 12

This sum is represented by the following items, viz:

Amount advanced to and due from the Commissioners on account of the Sink- ing Fund for the Redemption of the City Debt, as above stated.....	\$1,268,014 06
Amount due from the city treasury for advances to pay interest on Central Park stock, and other stocks, to be pro- vided for from taxation.....	128,824 34
Carried forward.....	<u>\$1,396,838 40</u>

Brought forward.....	\$1,396,838 40
Amount due from the city treasury for interest on \$154,000, Public Education Stock, provided for by taxation, but paid from this fund for the years 1856, 1857 and 1858.....	23,100 00
Amount of cash in hands of the Chamberlain Dec. 31, 1858, as per his receipt, to the credit of the Commissioners of the Sinking Fund.....	1,159,595 72
Total.....	<u>\$2,579,534 12</u>
Besides the above, there appears to be due for rents outstanding.....	\$247,116 09
And for interest accrued upon sundry bonds and mortgages, the further sum of	33,519 56
Total.....	<u>\$280,635 65</u>

Why this large amount has not been collected, and what portion thereof may be considered good, is more than I can now state. The sums realized from it are pledged, and will be paid over as collected, to the Commissioners of the Sinking Fund for the payment of interest on the city debt.

Further particulars respecting these funds will hereafter be communicated in a special report to your Honorable Bodies, which will be prepared at the earliest moment practicable.

It will be seen that the revenues pledged to the fund for the payment of interest on the city debt, have pro

duced an amount far exceeding what was anticipated at the time of its creation.

There will be no charge against the Sinking Fund for the Redemption of the City Debt, until January 1st, 1860, when the Water Stock issued under the Act of 1834, amounting to \$2,500,000, becomes due, and is payable from said fund.

I also transmit a statement to which I beg leave to call your special attention, as showing in a convenient tabular form the amount, origin and character of the entire permanent debt of the city—the acts authorizing, and the purposes for which it was created—also the periods of redemption.

Respectfully submitted,

ROBT. T. HAWS,

*Comptroller.*

THE COMMISSIONERS OF THE SINKING FUND  
OF THE CITY OF NEW YORK.

BALANCE SHEET

*Of the Accounts pertaining to the Sinking Fund for the Redemption of the  
City Debt, December 31st, 1858.*

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
1	4	Commissioners of the Sinking Fund.....		\$1,268,014 06
2	17	Bonds and Mortgages .....		608,489 78
3	142	City Treasury .....	\$180,421 00	
4	144	Stock to be issued to Central Park Fund Commissioners .....	91 25	
5	140	The Sinking Fund .....		8,338,191 19
6	145	Suspense Account .....		11,672 87
7	146	Thomas Lloyd, late Collector of City Revenue .....	11,672 87	
8	147	City Stock redeemed .....	5,596,670 00	
9	149	Fire Loan, Bonds and Mortgages .....	43,500 00	
10	153	Building Loan Stock .....	40,000 00	
11	155	Croton Water Stock .....	400,000 00	
12	159	Fire indemnity Stock .....	169,368 00	
13	163	Public Education Stock .....	104,000 00	
14	165	Public Building Stock, No. 3 .....	200,200 00	
15	167	Water Loan Stock, at 5 per cent .....	2,850,184 00	
16	169	Central Park Fund Stock at 5 per cent ..	5,300 00	
17	171	Central Park Assessment Fund Stock ....	6,800 00	
18	175	New York City 5 per o. Stock, for Docks and Slips .....	8,000 00	
19	181	Central Park Fund, 6 per cent. Stock of 1887 .....	1,371 00	
20	200	Sinking Fund Rents .....		1,128 40
21	206	W. W. Graham .....	80 00	
22	207	W. E. Hardenbrook .....	187 50	
23	208	Wm. Stokely .....	200 00	
24	209	Maxon Rodgers .....	75 00	
25	210	Nathaniel Hopper .....	112 50	
26	212	John Latbam .....	89 44	
27	213	Wm. Lupton .....	14 08	
28	215	Johannes Parret .....	4 65	
29	216	Anthony Rutgers .....	31 32	
30	217	Elizabeth Rutgers and others .....	63 76	
31	218	Jacob Sarley .....	6 56	
32	219	J. W. Vredenburg .....	1 57	
33	220	Isaac B. Smith .....	125 00	
34	221	John S. Smith .....	18 55	
35	222	Abram & Peter Depeyster .....	6 56	
		Carried forward .....	\$9,618,894 61	\$10,227,496 30

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$9,618,894 61	\$10,227,496 30
36	223	John Riker and others .....	20 70	
37	225	Jo. Alexander & Archibald Kennedy.....	31 56	
38	226	Gerard W. Beckman and others.....		26 75
39	227	Robert Livingston.....	85 12	
40	228	Susannah Moore.....	4 19	
41	229	Eve Provost.....		5 93
42	252	Wm. C. Ammerman.....	3,348 75	
43	253	Phebe B. Allen .....	5,701 50	
44	253	Charles E. Appleby.....	1,091 25	
45	254	Geo. Andrews.....	2,250 00	
46	256	Joseph B. Allen .....	1,950 00	
47	256	Harris Aaronson.....	5,625 00	
48	258	John D. Aymar .....	5,250 00	
49	258	G. W. Archer & F. George.....	4,740 00	
50	259	Henry Abeel.....	534 00	
51	262	Jacob L. Bach.....	567 00	
52	263	V. L. Buxton.....	2,388 00	
53	265	Mary Brush.....	234 00	
54	266	James Brush.....	184 00	
55	267	James Brady.....	1,650 00	
56	267	Peter S. Bogart.....	2,070 00	
57	269	James Brett.....	390 00	
58	270	John Boardman.....	855 00	
59	271	Wm. Bleakley .....	3,390 00	
60	272	H. & E. D. Brush.....	1,185 00	
61	273	David P. Burdge.....	2,295 00	
62	279	Edward Bridget .....	345 62	
63	282	Aaron S. Black .....	2,298 75	
64	283	James Bridges.....	2,325 00	
65	287	Samuel Campbell.....	1,626 00	
66	288	John Callaghan.....	20,886 00	
67	288	Wm. E. Chambers .....	720 00	
68	289	Michael Collins .....	729 00	
69	291	Julius A. Candee, W. V. R. Arnold & A. P. Arnold.....	4,500 00	
70	292	Francis Corley .....	352 00	
71	298	Fred. W. Clark .....	2,193 75	
72	294	Francis J. Cordray .....	1,327 50	
73	296	Eugene Courtney.....	457 50	
74	299	Sidney A. Corey .....	1,087 50	
75	299	John A. Cross.....	3,000 00	
76	300	Wm. Conroy.....	11,325 00	
77	303	Geo. W. Duryea.....	330 00	
78	404	Issao Denike.....	1,020 00	
79	305	Wm. H. Degroot.....	246 00	
80	305	Henry A. Dennison .....	3,150 00	
81	306	Charles Davis.....	4,428 75	
82	305	Simeon Draper.....	120,000 00	
83	305	Daniel Devlin .....	2,444 67	
84	309	Victor Deperris.....	3,675 00	
85	310	Wm. Dunning .....	7,672 00	
86	310	Tho. E. Davis .....	9,600 00	
87	314	Richard French.....	2,301 00	
88	314	Francis P. Fernald.....	1,950 00	
		Carried forward.....	\$9,874,638 74	\$10,227,528 98

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$9,874,638 74	\$10,227,528 98
89	315	Tho. Fitzpatrick .....	330 00	
90	315	Michael Fallshee .....	249 00	
91	316	Terrence Farley .....	645 00	
92	317	Martin Flanigan .....	900 00	
93	317	Philip French .....	2,310 00	
94	318	Tho. T. Ferris .....	6,153 75	
95	320	Wm. Farmar .....	592 50	
96	322	E. P. Fay .....	4,000 00	
97	324	John Galligan .....	200 00	
98	324	Wm. Gage .....	600 00	
99	325	John Graham .....	161 00	
100	327	Robert Grant .....	802 50	
101	327	Wm. Grant .....	796 50	
102	328	Wm. H. Green .....	472 50	
103	329	John M. Gallagher .....	735 00	
104	332	S. H. Grimsted .....	487 50	
105	332	J. Goldsmith & L. May .....	2,265 00	
106	333	J. Gibson .....	2,362 50	
107	334	Jas. Gallagher .....	2,190 00	
108	334	Geo. Garlan .....	525 00	
109	336	Wm. Hogan .....	720 00	
110	337	Joseph G. Hanson .....	120 00	
111	338	Henry E. Hart .....	567 00	
112	338	Geo. P. Heyer and wife .....	702 00	
113	339	Ferdinand Hollande .....	1,470 00	
114	340	Joseph Harrison .....	1,440 00	
115	340	Geo. Harrison .....	1,860 00	
116	341	F. A. Hallett .....	720 00	
117	341	Ashbury F. Hull .....	558 00	
118	342	Christopher Heiser .....	3,240 00	
119	343	John Hill .....	300 00	
120	346	Robert T. Haws .....	1,447 50	
121	348	John Haroman .....	675 00	
122	351	Hudson River Railroad Company .....	10,000 00	
123	351	Anthony S. Hope and others .....	28,530 00	
124	352	Henry Hume .....	14,625 00	
125	352	Wm. Holden .....	1,065 00	
126	353	Geo. Holtross .....	806 25	
127	353	David Hall .....	1,012 50	
128	354	Edward S. Innes .....	2,202 00	
129	355	Wm. Jones, Jr. ....	400 00	
130	356	Geo. C. Jeffries .....	118 75	
131	357	Michael Jeffries .....	337 50	
132	357	Augustus Ireland .....	438 75	
133	359	Ernest Keyser .....	12,091 50	
134	359	Edward J. King .....	15,131 25	
135	360	James Kelly .....	1,761 00	
136	361	John A. Kennedy .....	147 00	
137	362	Leonard Kirby .....	1,113 00	
138	365	J. Kelly and Elizabeth Kelly .....	3,202 50	
139	369	Francis S. Lathrop .....	2,106 00	
140	370	Robert Laton .....	1,038 00	
141	371	Peter Lynch .....	3,291 00	
142	371	Caleb F. Lindsley .....	6,400 00	
		Carried forward.....	\$10,021,052 99	\$10,227,528 98



No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$10,021,052 99	\$10,227,528 98
143	374	Alexander Lott .....	225 00	
144	379	Theodore Martine.....	1,937 00	
145	380	Edward Maber.....	500 00	
146	381	Orlando D. McClain.....	1,332 00	
147	382	Robert Murray .....	396 00	
148	382	Henry Moore.....	750 00	
149	383	Geo. H. A. Myer.....	1,944 00	
150	384	Richard C. McCormick.....	630 00	
151	385	James Morris.....	357 50	
152	386	Wm. Murphy.....	768 50	
153	387	John McEvoy.....	652 50	
154	388	John Macarthur.....	735 00	
155	389	Bryan McCahill.....	2,550 00	
156	393	John McCormick .....	10,275 00	
157	394	Thomas Miller .....	1,181 25	
158	394	John Moadling, Jr.....	750 00	
159	397	N. Y. and Harlem Railroad Co.....	2,142 00	
160	398	John P. Nesmith.....	1,500 00	
161	399	John O'Donoghue.....	2,232 00	
162	401	Thomas O'Rielly.....	720 00	
163	402	Edmund J. Porter.....	813 00	
164	402	Geo. H. Peck .....	252 00	
165	403	Wm. J. Pease.....	1,185 00	
166	404	Harvey P. Peet.....	3,240 00	
167	406	Margaret Pinckney.....	2,685 00	
168	407	Catharine Powell.....	476 25	
169	407	Francis Priest.....	5,000 00	
170	408	Jas. A. Patterson.....	14,787 50	
171	409	G. H. Peck, J. H. Goodwin & W. Irvin...	8,450 00	
172	409	W. Pickens & D. Caslay.....	4,725 00	
173	412	Rodman & Crane.....	5,751 00	
174	413	Patrick Roche .....	200 00	
175	416	John J. Riley.....	1,449 00	
176	417	Thos. F. Riley.....	390 00	
177	417	Jane Rutherford.....	442 50	
178	418	Alson Roberts.....	840 00	
179	418	O. M. Rogers & G. P. Brush .....	2,925 00	
180	421	Christopher Reinhard.....	4,725 00	
181	422	Z. M. Rhode & T. M. Keasing.....	6,075 00	
182	424	Henry W. Smith .....	501 00	
183	425	Wm. & M. G. Smith .....	21,660 00	
184	427	John B. Simpson .....	7,740 00	
185	427	Geo. H. Smith .....	702 00	
186	428	Sarah Smith.....	531 00	
187	428	Louisiana St. John.....	177 00	
188	429	Andrew Simpson.....	2,193 75	
189	430	W. D. Smith & J. Van Nostrand.....	1,987 50	
190	431	Bernard Smyth.....	2,347 50	
191	434	Mary Ann Saul.....	2,190 00	
192	436	Lesser Samuels.....	9,600 00	
193	437	J. & T. Stouvenal .....	2,505 00	
194	437	Eliza A. Samanos.....	1,868 75	
195	439	Geo. L. Taylor.....	303 00	
196	440	W. A. Thompson and wife.....	550 00	
		Carried forward.....	\$10,171,048 49	\$10,227,528 98

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$10,171,048 49	\$10,227,528 98
197	440	P. Treacy & O. Bamman .....	768 00	
198	441	Peter S. Titus.....	17,166 00	
199	442	Ulysses B. Vidal.....	50 00	
200	443	J. F. Vorrath.....	2,062 50	
201	444	A. Van Valkenbergh.....	2,722 50	
202	445	Jacob Vanderpool, Jr.....	2,145 00	
203	445	J. Van Valkenburgh .....	2,565 00	
204	446	Israel D. Walter.....	5,085 00	
205	447	Wm. E. Wheaton and wife.....	570 00	
206	448	Wm. S. Wood.....	300 00	
207	449	John White.....	1,650 00	
208	449	Moses T. Williams.....	500 00	
209	450	Wm. Wright.....	2,992 50	
210	451	John Walsh.....	780 00	
211	451	Elijah Ward.....	6,885 00	
212	452	Margaret Whickelhouse.....	382 50	
213	454	Jonathan Wilt.....	7,000 00	
214	456	Thomas Young.....	279 00	
215	456	Jeremiah H. Youmans.....	800 00	
216	456	Tho. Williams, Isaac E. Smith and Iohabod T. Williams.....	1,777 49	
		Total.....	\$10,227,528 98	\$10,227,528 98

THE COMMISSIONERS OF THE SINKING FUND  
OF THE CITY OF NEW YORK.

BALANCE SHEET

*Of the Accounts pertaining to the Sinking Fund, for the Payment of  
Interest on the City Debt, December 31st, 1858.*

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
1	4	Commissioners of the Sinking Fund.....	\$2,427,609 78	
2	38	Balance Account .....		\$2,579,634 12
3	156	City Treasury .....	23,100 00	
4	158	Interest on Central Park Debt.....	128,824 34	
5	162	Rents outstanding .....		247,116 09
6	165	T. H. Abbott .....	4,475 00	
7	168	T. H. Allaire .....	9,495 00	
8	168	E. Attwood .....	425 00	
9	169	Washington Agate .....	37 50	
10	169	William H. Adams .....	1,919 82	
11	169	Alonso A. Alvord .....	30 00	
12	170	William H. Adams .....	5 00	
13	170	Patrick Barnes .....	100 00	
14	170	G. Becks .....	40 00	
15	170	G. Beebe .....	237 50	
16	171	W. H. Blackford .....	405 00	
17	171	B. D. Beach .....	5,812 50	
18	171	B. Beauman .....	5 00	
19	171	H. Brown .....	60 00	
20	172	A. Chancellor .....	225 00	
21	172	J. L. Cheseman .....	250 00	
22	172	John Cox .....	397 50	
23	172	Charles Cramer .....	393 75	
24	173	W. W. Coit and M. M. Sandford .....	437 50	
25	173	Charles Chamberlin .....	457 50	
26	173	Joseph Childs .....	300 00	
27	173	E. Conway .....	396 00	
28	174	Commissioners of Emigration .....	2,750 00	
29	174	Geo. Dean .....	5 00	
30	174	James Dewey .....	1,050 00	
31	174	J. P. Decker .....	20 00	
32	175	G. W. Allerton .....	1,870 00	
33	175	John M. Bloodgood .....	32 50	
34	175	Redmond Barry .....	35 00	
35	175	Curran Berrigan .....	25 00	
36	176	Robert Emmett .....	250 00	
37	176	Thomas A. Emmett .....	180 00	
38	176	John Ellis .....	72 00	
39	176	Ellis & Wheat .....		7 50
		Carried forward.....	\$2,611,761 19	\$2,826,657 71

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$2,611,761 19	\$2,826,657 71
40	177	French & Heiser .....	\$500 00	
41	177	John Fitzgerald .....	100 00	
42	177	Benjamin L. Guion.....	2,000 00	
43	177	Ira Green .....	75 00	
44	178	John N. Greenzack.....	260 00	
45	178	Joseph M. Hill.....	50 00	
46	178	Jonathan Hardman.....	5 00	
47	178	John C. Ham, Jr.....	150 00	
48	179	C. L. Hope .....	60 00	
49	179	Thomas J. Hagan .....	27 00	
50	179	Peter F. F. Hollande .....	900 00	
51	179	William Hending .....	8 75	
52	180	James Hart.....	2,700 00	
53	180	Edward Hitchcock .....	4,295 00	
54	180	Munson Hoyt, Agent.....	825 00	
55	180	Alvah Hall .....	125 00	
56	181	W. P. Huvey .....	288 00	
57	181	B. H. Halstead.....	718 50	
58	181	James F. Hudson.....	3 12	
59	181	David Jaques .....	452 90	
60	182	Henry Knapp .....	18 75	
61	182	Joseph D. King .....	60 00	
62	182	Patrick Lynch .....	38 75	
63	182	William G. Lord.....	24,170 00	
64	183	Thomas Lloyd .....	539 01	
65	183	Joseph Mathews .....	298 00	
66	183	Henry Marsh .....	538 25	
67	183	J. McNeil .....	50 00	
68	184	L. P. Mellen & Co.....	682 24	
69	184	Philip Mahie.....	6,323 14	
70	184	L. B. Morrison.....	1,150 00	
71	184	Joseph Munson .....	87 50	
72	185	J. & T. Morrell .....	400 00	
73	185	Jonathan Nash.....	8,865 00	
74	185	New Haven Steamboat Co. ....	200 00	
75	186	Isaac Newton.....	737 50	
76	186	Jeremiah O'Brien .....	336 25	
77	186	F. Bogden & others .....	553 85	
78	186	Asa Packer .....	180 00	
79	187	Robert Pettigrew .....	126 00	
80	187	Henry Post.....	150 00	
81	187	James Parker.....	18 00	
82	187	James Price .....	648 00	
83	188	James Paul.....	25 00	
84	188	Peck Slip Ferry to Williamshurgh.....	1,425 62	
85	188	Jacob Rahineau.....	360 00	
86	188	James Rider .....	7,853 75	
87	189	W. C. Redfield .....	1,256 25	
88	189	T. Sillock .....	15 33	
89	189	J. C. & R. L. Stevens.....	1,450 00	
90	189	South Ferry Company.....	1,438 69	
91	190	Chauncy St. John .....	2,500 00	
92	190	Jonathan D. Stevens .....	7,528 46	
93	190	Edwin Sexton .....	886 50	
		Carried forward.....	\$2,697,214 30	\$2,826,657 71

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$2,697,214 30	\$2,826,657 71
94	190	Jacob B. Smith .....	1,200 00	
95	191	Thomas R. Smith .....	2,600 00	
96	191	Seymour & Mason .....	252 00	
97	191	Milton G. Smith .....	312 50	
98	191	John Stapleton.....	5 00	
99	192	James Scott .....		22 50
100	192	Henry Storms.....	127 50	
101	192	John Snyder.....	15 00	
102	192	William C. Taylor .....	57 50	
103	193	Richard Tone.....	63 75	
104	193	Joshua Taylor.....	105 00	
105	193	T. F. Tone .....	13 50	
106	194	E. W. Tryon .....	50 00	
107	194	J. Vandewater .....	175 00	
108	194	James Vandenburg.....	1,462 50	
109	194	R. Vandyke, Sr. ....	687 50	
110	195	Samuel Watkins .....	1,647 57	
111	195	Cassedy Wilks .....	250 00	
112	195	Jeremiah Waterbury.....	127 50	
113	195	Elisha Williams.....	50 50	
114	196	Isaac Woolley .....	150 00	
115	196	James Willett.....	55 00	
116	196	R. Withers & Co.....	500 00	
117	198	John S. Austin.....	94 50	
118	199	Buckley & Wardle.....	55 00	
119	199	S. W. Brainerd & Redfield .....	750 00	
120	200	George C. Byrne .....	4,214 02	
121	200	J. S. Edwards .....	2,460 11	
122	201	George Brown .....	828 09	
123	202	John Brower.....	237 50	
124	202	J. D. Conklin.....	360 00	
125	203	Lyman Candee .....	438 75	
126	203	Oliver Charlek .....	417 50	
127	205	E. K. Collins.....	1,500 00	
128	205	John Coombs .....	67 50	
129	206	Andrew Clark.....	25 00	
130	207	E. W. Candee.....	975 00	
131	208	Tunis W. Duryea.....	200 00	
132	208	Dayton & Benedict.....	412 50	
133	208	J. B. Danforth .....	1,280 00	
134	208	J. M. Donnelly and Penfield, Day & Co..	1,000 00	
135	204	John Clark .....		115 06
136	206	H. B. Cromwell .....		1,337 50
137	211	Philip A. Dougherty .....		237 50
138	211	Ezekiel Donnell .....	56 25	
139	212	Charles H. Delamater .....	1,475 00	
140	212	Denman, O'Connor & Co.....	126 25	
141	213	Nathaniel Dewey.....	57 50	
142	218	Engle & Walker.....		355 00
143	214	E. Elsworth .....		136 87
144	215	H. P. Farrington.....		400 00
145	215	Isaac Fryer .....	281 75	
146	216	J. E. Gillespie.....	5,145 00	
147	216	Griffith & Austin .....	10,900 00	
		Carried forward.....	\$2,740,478 84	\$2,829,262 14

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$2,740,478 84	\$2,829,262 14
148	217	J. B. Gage.....	3,975 00	
149	218	H. N. Holt.....	1,500 00	
150	218	John L. Hill & T. Balmer .....	1,675 00	
151	219	G. W. Jaques.....	17 50	
152	221	James McCullough.....	900 00	
153	222	Hugh Miller.....	1,575 00	
154	222	United States Mail Steamship Co. ....	1,320 00	
155	223	James Moore .....	656 25	
156	224	Elisha S. Mott.....	325 00	
157	221	S. T. McKinney .....	30	
158	225	W. E. Merrill, Jr. ....	37 50	
159	225	Floating Dock Co. ....		3,443 77
160	226	New York and Erie Railroad Co. ....		3,800 00
161	224	New York and Virginia Steamship Co....	3,000 00	
162	227	Parker Vein Steamship Co.....	6,487 04	
163	227	Powell, Ramsdell & Co. ....	330 00	
164	224	Elisha Ruckman .....		325 00
165	229	Nelson Sherwood.....	1,395 00	
166	229	Charles Schultz .....	215 00	
167	229	Stevens, Condit & Co .....	2,489 98	
168	230	Minor C. Strong .....	1,805 00	
169	230	Edward Sleight .....	1,937 50	
170	230	Andrew Tuinier.....	85 50	
171	232	H. A. Williams .....	4,698 50	
172	233	J. H. Youmans.....	312 51	
173	234	William H. Brown.....	437 50	
174	235	William Myers.....	244 35	
175	236	C. D. Warner.....	25	
176	236	Michael Bowen.....	239 20	
177	237	Jonas Sparks.....	250 83	
178	237	Richard Squires.....	251 25	
179	238	Stephen Roberts .....	200 00	
180	238	William Dunning .....	150 00	
181	239	Elbert Anderson .....	54 00	
182	239	Ellen Fitzgerald .....		20 00
183	243	James H. Braine .....	62 50	
184	243	James Brady.....	80 00	
185	245	Joseph Crowell.....		90 00
186	246	Leonard Frisbee.....	10	
187	248	Moses Jackson .....	195 00	
188	249	Mary Kent .....	150 00	
189	250	Thomas Laurence .....	50 00	
190	252	C. G. Mitchell.....	50 00	
191	256	Edward Shea.....	433 81	
192	257	Thomas Silk.....	275 00	
193	261	S. Van Nostrand .....	175 00	
194	261	A. Vanderheck .....		10 50
195	262	N. R. Van Brunt.....	594 00	
196	262	A. K. Weed .....	100 00	
197	263	Catharine Went .....	55 00	
198	265	J. B. Hendrickson .....	60 00	
199	270	Fulton and South Ferry Co. ....		165 00
200	271	T. H. Martine.....	1,250 00	
201	272	Jacob Sharp.....		7,333 34
		Carried forward.....	\$2,780,474 21	\$2,844,449 75

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$2,780,474 21	\$2,844,449 75
202	273	Jersey City Ferry Co.....	5,500 00	
203	273	H. F. Blackwell.....	667 00	
204	276	S. V. D'Laing.....	325 00	
205	277	C. Vanderbilt.....	375 00	
206	280	James Wilson.....	125 00	
207	280	Francis Price.....	100 00	
208	282	Theodore J. Allen.....	20,000 00	
209	284	James Bagley.....	255 00	
210	284	G. J. Brown.....		4 99
211	285	Commissioners of Emigration.....	62 50	
212	286	Hiram Engle.....	175 00	
213	286	Washington Engle.....	25 00	
214	287	B. J. Hutchings.....	150 00	
215	288	Wm. C. Lyon.....	3,400 00	
216	288	Ingersoll & Jewett.....		6 00
217	289	P. O'Brien.....	100 00	
218	290	A. Phelps, Jr.....	161 25	
219	290	Ahram Post.....	75 00	
220	293	Wm. T. Tupper.....	20 00	
221	293	G. H. Adams.....	105 00	
222	294	T. Donovan.....	22 50	
223	295	W. S. Napier.....		7 50
224	296	T. P. Smith.....	1 00	
225	296	R. V. Bateman.....	40 00	
226	297	Frederick Gein.....	22 50	
227	296	J. M. Dunlap.....	200 00	
228	298	A. Brounfels.....		26 00
229	298	H. T. Lloyd.....		234 15
230	299	Harriet Withers.....	12 51	
231	299	Patrick Shields.....	12 50	
232	300	George Armstrong.....	100 00	
233	300	John Cullighan.....	125 00	
234	301	Joseph Geery.....	150 00	
235	301	G. A. Forbes.....	12,000 00	
236	302	Jas. R. Day.....	905 34	
237	303	James McNeapie.....	20 00	
238	304	J. C. Ryker.....	300 00	
239	304	S. Mudgett.....	6 25	
240	305	James R. Steers.....	5 00	
241	305	M. Taggart.....	40 00	
242	306	W. P. Ryker.....	7 50	
243	307	John Sheehan.....	2 50	
244	307	Michael Kane.....	50 00	
245	307	Eugene McGrath.....	64 00	
246	310	A. & N. Brown.....	206 46	
247	311	Thomas Bulkley.....	43 20	
248	315	Dilworth & Voorhis.....	124 20	
249	315	James Donaldson.....	106 70	
250	317	Peter Fenton.....	336 53	
251	318	Hugh Gaine.....	97 39	
252	320	Abijah Hammond.....	3,790 39	
253	321	H. Heiser.....	810 66	
254	322	Jacob M. & Jno. M. Hicks.....		71 87
255	324	Abraham Leggett.....		124 23
		Carried forward.....	\$2,831,727 09	\$2,844,924 49

No.	Folio.	TITLES OF ACCOUNTS.	DEBIT.	CREDIT.
		Brought forward.....	\$2,831,727 09	\$2,844,924 49
256 324		Gideon Kimberly.....	91 53	
257 325		John R. Livingston.....	759 60	
258 328		Cary Ludlow.....	60 71	
259 329		Joseph Martin.....		118 48
260 330		Philip Milledoler.....	64 50	
261 332		Protestant Episcopal Theological Seminary	496 80	
262 332		Wm. Rhinelander, Jr.....		2 40
263 333		Catharine Ritter and others.....	406 30	
264 333		David Reeve.....		57
265 334		Nicolas Romaine.....	1,300 75	
266 335		Geo. Rapelyea.....	248 40	
267 335		Beverly Robinson.....	32 14	
268 336		Jacob Sebeifin.....	153 16	
269 336		Joshua Sands.....	2,415 05	
270 339		G. Van Waggenen.....	10 57	
271 339		Louis & James Webb.....		20
272 340		Jacob Wilkins.....	181 72	
273 340		Charles Wayland.....	4,766 50	
274 342		Samuel Jackson.....	48 17	
275 342		John Youle.....	5 40	
276 346		Interest Account.....		33,519 56
277 352		H. Abell.....	1,868 58	
278 353		Phebe B. Allen.....	171 07	
279 355		Geo. Andrews.....	67 50	
280 357		Joseph B. Allen.....	58 50	
281 357		Harris Aronson.....		168 75
282 358		E. Anderson Jr.....	33 74	
283 358		John Q. Aymer.....	315 00	
284 359		G. W. Archer & F. George.....	142 20	
285 361		Jacob L. Bach.....		12 69
286 366		Geo. Becket.....		11 36
287 367		James Brady.....	396 00	
288 368		Peter L. Bogert.....		4 77
289 369		James Brett.....	58 50	
290 370		John Boardman.....	205 20	
291 372		D. P. Burdge.....	68 85	
292 374		H. Bernheimer & Max Weil.....	380 46	
293 374		Wm. Becker.....	38 47	
294 375		Ellen Bradburn.....	41 60	
295 377		Benjamin Beauman, Jr.....	29 25	
296 377		E. Bridget.....		10 37
297 378		Wm. Brandon.....	164 01	
298 385		John Callighair.....	1,844 73	
299 388		Candee Arnold & Co.....	135 00	
300 389		Francis Corley.....	11 46	
301 390		Frederick W. Clark.....	460 67	
302 392		Eugene Courtney.....	68 63	
303 394		John Caffrey.....	95 16	
304 395		Mattbew Conner.....	101 70	
305 396		Sidney A. Corey.....		32 62
306 396		John A. Cross.....	840 00	
307 397		D. Clark.....		945 00
308 399		Robert J. Dillon.....	120 69	
309 402		Charles Davis.....		107 36
		Carried forward.....	\$2,850,385 36	\$2,879,558 62



No.	Folio.	TITLES OF ACCOUNTS.	DEBITS.	CREDITS.
		Brought forward.....	\$2,860,385 36	\$2,879,858 62
310	404	Victor Deperries.....		110 60
311	404	Elias Davison .....	55 36	
312	405	Simeon Draper.....	14,400 00	
313	405	Daniel Devlin .....	513 39	
314	406	William Dunning.....	230 16	
315	411	Terence Farley .....	77 40	
316	413	William Flanigan.....	297 00	
317	413	Phillip French.....	485 10	
318	414	Thomas T. Ferris .....	948 27	
319	417	Moses S. Friend.....	28 12	
320	417	William Flynn.....	34 42	
321	419	J. B. & C. Gaseoigne.....		1,995 00
322	420	John Galligan .....	6 00	
323	420	William Gage.....	36 00	
324	422	John Graham .....	16 83	
325	423	William Grant.....	23 89	
326	425	D. Gilmartin .....		90
327	427	J. Goldsmith & L. May.....		67 95
328	427	S. H. Grinstead .....	14 62	
329	428	Jaques Goldsmith .....	40 50	
330	428	J. Gibson .....		70 83
331	429	James Gallagher.....	237 33	
332	431	Hudson River Railroad Co.....		700 00
333	432	William Hogan .....	172 80	
334	433	Jos. G. Hanson .....	8 60	
335	435	Joseph Harrison.....	86 40	
336	435	T. Hollande.....	264 60	
337	436	F. A. Hallett .....	194 40	
338	437	Ashbury F. Hull .....	100 44	
339	437	Hiram Harris .....	317 08	
340	439	John Hill .....	9 00	
341	439	William Hickenbotham .....	35 10	
342	441	William Holden .....	31 95	
343	442	Robert T. Haws .....	43 39	
344	443	John W. Hawks.....	47 82	
345	444	Charles P. Hobe.....	31 27	
346	444	John Heroman.....	81 00	
347	445	Rebecca Halsey.....	63 90	
348	445	David Hall.....	78 74	
349	446	George Harrison .....	781 20	
350	448	E. S. Innes .....	462 42	
351	449	George C. Jeffries.....		7 12
352	449	William Jones, Jr.....	108 00	
353	450	Henry B. Jones.....	270 28	
354	450	Michael Jeffers.....	10 13	
355	452	E. J. King .....	255 12	
356	453	John A. Kennedy.....	52 92	
357	454	James Kelly .....	52 83	
358	455	William Jones.....		390 00
359	455	Ernest Keyser .....	370 80	
360	456	Leonard Kirby.....	06	
361	459	John Kelly .....		2 91
362	459	James Kelly, Jr., & Elijah Kelly .....	96 07	
363	460	Alexander Kyle .....	413 10	
		Carried forward .....	\$2,872,264 27	\$2,883,203 88

No.	Folio.	TITLES OF ACCOUNTS.	DEBITS.	CREDITS.
		Brought forward.....	\$2,872,264 27	\$2,862,203 68
364	464	John J. Levy .....	900 88	
365	465	Caleb F. Lindaley.....	1,200 00	
366	467	Alexander Lott .....	27 00	
367	471	Mathew Levy .....		315 00
368	472	Theo. Martine .....	522 99	
369	473	Edward Mabce .....	15 00	
370	475	Robert Murray.....	23 76	
371	475	Henry Moore .....	22 50	
372	479	William Murphy .....	46 12	
373	482	Tho. M. Sorly .....	110 58	
374	483	Joseph Murphy.....	188 19	
375	484	Tho McAlroy .....	56 62	
376	485	Henry Moser .....		9 88
377	485	Joseph Muldoon.....	31 72	
378	486	B. McCahill ..	612 00	
379	487	J. Moadinger, Jr. ....	22 50	
380	496	E. J. Porter .....	171 01	
381	497	George H. Peck .....	30 24	
382	501	Margaret Pinskikey .....	966 60	
383	501	Catharine Powell .....		14 28
384	502	James A. Patterson .....		442 10
385	504	A. Palachi .....		79 20
386	505	Joseph Quinian .....	8 18	
387	506	Rodman & Crane .....	03	
388	507	Patrick Roche .....	78 00	
389	511	Tho. F. Riley .....	81 90	
390	511	Jane Rutherford .....		02
391	512	O. M. Rogers & G. P. Brush.....		67 50
392	513	Hugh Riley .....	70 64	
393	515	Christopher Reinhard.....	1,184 00	
394	515	Joseph K. Riggs.....	202 50	
395	519	Wm. & M. G. Smith .....	937 85	
396	521	Geo. H. Smith .....	21 06	
397	522	Sarah Smith .....	79 65	
398	523	Andrew Simpson .....	65 81	
399	525	Henry Schnitner .....		12 67
400	528	J. Van Valkenburgh.....		769 50
401	538	Mary Ann Saul .....	394 20	
402	529	Alex. M. Sommer.....	34 20	
403	529	Tho. M. Shepard.....	325 68	
404	530	James Salmon.....	17 21	
405	530	Christian Schriver.....	1 86	
406	532	Geo. L. Taylor .....	54 54	
407	533	P. Tracy & O. Bamman .....	23 04	
408	533	W. A. Thompson and wife .....	19 25	
409	534	Theological Seminary .....	5 15	
410	536	John F. Voorath .....	495 02	
411	539	Israel D. Walter .....	170 10	
412	540	W. E. Wheaton and wife .....	85 50	
413	541	Wm. S. Wood .....	9 00	
414	545	Elijah Ward .....		124 20
415	547	Jonathan Wilt.....	1,030 00	
416	548	Samuel Waddell.....	16 38	
417	549	Thomas Young.....	57 75	
		Carried forward.....	\$2,882,680 48	\$2,865,038 23

No.	Folio.	TITLES OF ACCOUNTS.	DEBITS.	CREDITS.
		Brought forward.....	\$2,882,680 48	\$2,885,058 23
418 601		James Savage .....	125 00	
419 601		Harlem and N. Y. Steam Navigation Co. ....	40 00	
420 602		Kernhardt & Co.....	1,050 00	
421 602		S. S. Mangam .....	50 00	
422 603		Cord. Helms .....	268 00	
423 603		Pennsylvania Coal Co.....		310 00
424 604		John F. Broderick .....	107 25	
425 606		D. Darrow .....		322 50
426 606		H. J. Williams .....	550 00	
427 607		James Wilson.....	1,600 00	
428 608		D. Babcock .....	20 00	
429 608		B. L. James .....		900 00
		Total.....	\$2,886,590 73	\$2,886,590 73

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# TABULAR STATEMENT OF THE DEBT OF THE CORPORATION OF THE CITY OF NEW YORK, DECEMBER 31st, 1858.

TITLE OF STOCK.	FOR WHAT PURPOSE.	WHEN AND HOW AUTHORIZED.		AMOUNT OF STOCK.		PRINCIPAL.			INTEREST.			
		Acts of Legislature.	Ordinances of Com. Coun.	Amount.	TOTAL.	WHEN PAYABLE.	FROM WHAT SOURCE.	RATE.	WHEN PAYABLE.	FROM WHAT SOURCE.		
The Water Stock of the City of New York, (1858).....	{ For supplying the City of New York with pure and wholesome water.....	1838, March 29	1838, May 3	\$168,330	.....	On or after January 1, 1858.....	{ Sinking Fund, for the redemption of the City Debt.....	5 per cent.	Feb., May, Aug., and Nov.	{ Sinking Fund, for payment of interest on the City Debt.		
Do do do (1860).....		1834, May 2	1835, May 2	2,500,000	.....	" January 1, 1860.....						
Do do do (1870).....		1840, April 27	1840, April 25	5,000,000	.....	" Novem. 1, 1870.....						
Do do do (1880).....		1841, May 26	1841, June 25	2,147,000	.....	" Novem. 1, 1880.....						
				\$7,815,330								
The Croton Water Stock of the City of New York, (1890).....	For payment of land, damages and expenses of introducing the Croton water into the City of New York.....	1845, May 13	1845, Dec. 24	500,000	.....	On or after February 1, 1890.....	Do do do ..	5 per cent.	Do do do ..	Do do.		
		1851, June 20	1851, Aug. 14	350,000	.....							
			1852, May 29	150,000	100,000	" " " ..	Do do ..	6 per cent.	Do do do ..	Do do.		
The Water Stock of the City of New York of 1849, (1875).....	Extending Croton Water Works and building an additional reservoir.	1849, March 12	1849, May 26	200,000	.....	On or after July 12, 1875.....	Do do ..	5 per cent.	Do do do ..	Do do.		
			1849, Dec. 19	30,000	.....							
			1850, Dec. 9	25,000	255,000	October 1, 1875.....	Do do ..	5 per cent.	Do do do ..	Do do.		
The Water Stock of the City of New York of 1854, (1875).....	Building a new reservoir, purchasing lands and extending the Croton Water Works.....	1854, April 17	1856, Aug. 19	.....	29,100	On or after May 10, 1868.....	Do do ..	5 per cent.	Do do do ..	Do do.		
		1857, Feb. 13	" Dec. 10	.....	1,000,000							
Building Loan Stock, No. 3, of the City of New York, (1870).....	Building work-house on Blackwell's Island	1850, April 10	1850, Aug. 9	50,000	.....	November 1, 1870.....	Do do ..	5 per cent.	Do do do ..	Do do.		
			1852, April 21	25,000	75,000							
Building Loan Stock, No. 4, of the City of New York, (1873).....	Building south wing of work-house on Blackwell's Island.	1853, April 12	1853, May 12	75,000	.....	November 1, 1873.....	Do do ..	5 per cent.	Do do do ..	Do do.		
		1854, April 15	1855, April 15	40,000	115,000							
Fire Indemnity Stock of the City of New York, (1868).....	For payment of damages, &c., for blowing up buildings, Dec. 1855.	1838, April 14	1838, May 3	.....	402,768	On or after May 10, 1868.....	Do do ..	5 per cent.	Do do do ..	Do do.		
The Central Park Fund Stock of the City of New York, (1898).....	{ For payment of damages over benefits assessed, Central Park.....	1853, July 21	1856, Feb. 29	.....	399,500	July 1, 1893.....	Do do ..	5 per cent.	Feb., May, Aug. and Nov.	Taxation.		
Do do do do (1887).....		1857, Feb. 13	.....	.....	2,382,900	July 1, 1887.....	Do do ..	6 per cent.	Do do do ..	Do.		
The Central Park Fund Stock of the City of New York, (1898).....	Purchase of New York Arsenal Property..	1857, April 15	1857, June 17	.....	275,000	July 1, 1898.....	Do do ..	6 per cent.	Do do do ..	Do.		
The Central Park Improvement Fund Stock of the City of New York, (1887).....	Improvement of the Central Park .....	1857, April 17	1857, Aug. 25	50,000	.....	August 1, 1887.....	Do do ..	6 per cent.	Do do do ..	Do.		
			1857, Nov. 9	250,000	.....							
			1858, June 24	300,000	.....							
			1858, Nov. 12	50,000	650,000							
The Central Park Assessment Fund Stock of the City of New York, (1859).....	Payment of damages assessed.....	1853, July 21	1856, Feb. 29	.....	1,600,900	February 5, 1859.....	Assessments for benefits	6 per cent.	Feb. and August.....	Do.		
Public Building Stock, No. 3, of the City of New York (1859 to 1866).....	Erection of public buildings.....	1851 June 28	1851, Aug. 14	50,000	.....	In annual installments of \$50,000, } from 1859 to 1866, inclusive, } Nov. 1, of each year.....	Sinking Fund or taxa-	5 per cent.	Feb., May, Aug. and Nov.	Sinking Fund or taxation.		
			1852, May 20	150,000	.....							
			1854, Sept. 26	100,000	.....							
			1855, April 13	100,000	400,000							
New York City Stock, for Docks and Slips, (1867 to 1876).....	Building and repairing public Docks and Slips.	1854, June 20	1851, Aug. 11	300,000	.....	In annual installments of \$50,000, } from 1867 to 1876, Nov. 1st.. }	Do do ..	5 per cent.	Do do do ..	Do do.		
			1852, May 20	200,000	500,000							
The Public Education Stock of the City of New York, (1873).....	Payment of Debt of Public School Society	1853, June 4	1854, March 9	.....	154,000	May 1, 1873.....	Do do ..	3 per cent.	Do do do ..	Taxation.		
Public Stock of the City of New York, for Rebuilding Tompkins Market, (1860 to 1869).....	Rebuilding Tompkins Market.....	1856, April 11	1858, Feb. 11	.....	170,000	In annual installments of \$17,000, 1860 to 1869, July 1 of each year.	Do do ..	6 per cent.	Feb. and August.....	Do		
Whole Amount, January 1st, 1859.....					\$17,224,598.	of which, the sum of \$3,784,152 is held by the Commissioners of the Sinking Fund, as stated on page 3.						

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DOCUMENT No. 16.

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BOARD OF ALDERMEN,

MARCH 17, 1859.

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The following Communication from the Comptroller, transmitting a statement of all Contracts made by the Corporation, or authorized by the Common Council and not performed, or upon which any money apparently remains unpaid, Dec. 31, 1858, was received, laid on the table, and directed to be printed.

D. T. VALENTINE, *Clk.*

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CITY OF NEW YORK,

DEPARTMENT OF FINANCE,

COMPTROLLER'S OFFICE, March 14, 1859.

*Gentlemen of the Common Council:*

The Comptroller, in compliance with the 21st section of the ordinance re-organizing the Department of Finance, transmits herewith "a statement of all contracts made by the Corporation, or authorized by the Common Council, and not performed or completed, or upon which any money apparently remains unpaid," on December 31, 1858, so far as shown by the files and records of this Department, said contracts being numbered from 1 to 165 inclusive, and copies of which are now on file in the Comptroller's office, except the following which are not found:

- No. 6—For grading and curb and gutter 43d st., from 10th avenue to Hudson river.
- “ 33 “ flagging Montgomery st. from Front to South street.
- “ 32 “ regulating and curb and gutter 125th st. from 8th avenue to Manhattan street.
- “ 37 “ regulating, curb, gutter and flagging 52d st., between 4th and 5th avenues.
- “ 52 “ regulating 47th st., between 3d and 8th avs.
- “ 53 “ regulating Lexington av. from 42d to 50th street.
- “ 58 “ regulating 51st st., between 3d and 6th avs.
- “ 69 “ removing Diamond Reef.
- “ 70 “ enlargement of the Battery.
- “ 78 “ flagging and curb and gutter 2d av. from 77th to 86th street.
- “ 96—With Manhattan Gas Light Company.
- “ 164—For removing dead horses, and other dead animals, blood, offal, and other refuse matter.

These contracts, like all other papers and documents, have been found scattered about in various places in this office and elsewhere, in the City Hall and public offices, with no record thereof in this office. I have caused a book to be procured which will be known as the “Register of Contracts,” filed in the Comptroller’s office, in which all contracts hereafter received will be entered and numbered consecutively in the order presented.

The preparation of this statement has been delayed by the want of clerical assistance in this department.

Respectfully submitted,

ROBT. T. HAWS, *Comptroller.*



STATEMENT of all contracts made by the Corporation, or authorized by the Common Council and not performed or completed, or upon which any money apparently remains unpaid prior to December 31, 1858:

For regulating Ninth avenue from Forty-fifth to Sixty-fourth street.

1. Dated August 28, 1855; Contractor J. T. Gallagher.  
No work has been done or payments made on this contract.

For setting curb and gutter in Eighty-ninth street, between Fourth and Fifth avenues.

2. Dated June 16, 1857; Contractor, John Fitzpatrick.  
No work has been done or payments made on this contract.

For regulating and grading Eighty-fourth street, from Eighth avenue to Broadway.

3. Dated May 1, 1856; Contractor, Owen Riley.  
No work has been done or payments made on this contract.

For regulating Fifty-fifth street, from Third to Fifth and Seventh to Eighth avenues.

4. Dated May 5, 1856; Contractor, Oscar Taylor.

Work done per certificate of F. P. Vidal, the surveyor  
on the work.....\$24,922 46

Work done per certificate of D. Ewen and J.

J. Serrell; sent by Comptroller to examine

same.....\$17,897 35

Amount paid.....\$15,450 74

Work suspended.

(See Comptroller's Annual Report for 1857, p. 82.)

For regulating Eighth avenue, from One hundred and fourteenth to One hundred and twenty-fifth street.

5. Dated October 15, 1855; Contractor, Thos. Keene.

No work has been done or payments made on this contract.

For grading and setting curb and gutter in Forty-third street from Tenth avenue to Hudson river.

6. Dated July 18, 1855; Contractor, Norman McLeod.

No returns of work done have been made to this Department, and no payments have been made on this contract.

For regulating Eighty-ninth street from Third to Fifth avenue.

7. Dated Sept. 10, 1855; Contractor, Thos. Brady.

No returns of work done have been made to this Department, and no payments have been made on this contract.

The larger part of the work is understood to be done.

For regulating Fifty-eighth street from Eighth to Ninth avenue.

8. Dated May 5, 1857; Contractor, Terrence Farley.

No returns of work done have been made to this Department, and no payments have been made on this contract.

For regulating and grading Eighty-sixth street from Third avenue to East river.

9. Dated March 22, 1854; Contractor, Thos. O'Meara.

Amount of work done per returns to this Department.....	\$7,800
Amount paid.....	5,460

Balance.....	\$2,340
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Two injunctions were obtained in 1855 to prevent the regulating of the street in conformity with the grades established which are still in force; work suspended in consequence of these injunctions.

For regulating Eighth avenue, from Fifty-ninth to Eighty-second street.

10. Dated November 18, 1854; Contractor Geo. Frederickicks.

Amount of work done per returns to this Department.....	\$21,752 07
Amount paid.....	12,611 87
Balance.....	\$9,140 20

Work suspended.

(See communication of Comptroller respecting this contract to the Board of Aldermen, dated March 4, 1856, printed April 7, 1856.)

For regulating and setting curb and gutter in Fifty-seventh street from Eighth to Eleventh avenue.\*

11. Dated December 3, 1856; Contractor, Oscar Taylor.

Work done as per returns to this Department:	
Amount.....	\$16,019 50
Amount paid.....	10,993 66
Balance.....	\$5,025 84

Work suspended.

Contract with Oscar Taylor not considered legal, he not being the lowest bidder.

(See Comptroller's Annual Report, 1857, page 82.)

For setting curb and gutter and flagging Eighty-sixth street, between Third avenue and East river.

12. Dated March 23, 1855; Contractor Thos. Brady.

No returns of work done have been made to this department, and no payments have been made on this contract.

Work suspended in consequence of the injunctions granted preventing the regulating of the street under O'Meara's contract.

For regulating Fifty-second street from Fourth avenue to East river.

13. First contract dated June 21, 1852; Contractor, John Quinn.

14. Second contract, dated October 29, 1856; Contractor, Chas. Devlin.

Amount of work done on first contract per returns to this department.....\$2,692 79

Amount paid..... 2,692 79

Contract abandoned in consequence of the death of Mr. Quinn.

Amount of work on second contract per certificates of F. P. Vidal.

Surveyor returned to this department.....\$39,229 12

Amount paid..... 18,617 00

Balance .....\$20,612 12

Payments of large amounts have been made to Charles Devlin, and no record is shown to what particular contract they should be charged.

(See Comptroller's Annual Report for 1857, page 79.)

For regulating and grading Fifty-sixth street from Fourth to Fifth avenue.

15. Dated September 18, 1856; Contractor Jas. Reilly.  
 Amount of work done per certificate of Surveyor re-  
 turned to this department.....\$8,818 12  
 Amount paid..... 8,438 77  
 Work suspended.

For regulating Fiftieth street from Sixth to Seventh  
 avenue.

16. Dated March 25, 1856; Contractor, P. O'Brien.  
 Amount of work done per certificate of Surveyor re-  
 turned to this department.....\$2,517 20  
 No payments made.  
 Work completed.

Contract with P. O'Brien not considered legal, he not  
 being the lowest bidder.

For regulating Ninety-third street from Second to  
 Fourth avenue.

17. Dated February 27, 1857; Contractor, John J.  
 Griffin.

No returns of the work done have been made to this  
 department, and no payments have been made on this  
 contract.

Work in progress.

For regulating Sixty-second street from Eighth to  
 Ninth avenue.

18. Dated January 15, 1857; Contractor James Humes.

No returns of work done have been made to this de-  
 partment, and no payments have been made on this con-  
 tract.

Work not in progress.

For regulating and grading Eightieth street, between Fifth avenue and East river.

19. Dated September 15, 1856; Contractor, John Slat-terly.

No returns of work done have been made to this de-partment, and no payments have been made on this con-tract.

Work in progress.

For regulating Sixtieth street from Second to Fifth avenue.

20. Dated October 30, 1856; Contractor, Thomas Crim-mins.

Amount of work done as per returns to this depart-ment .....\$23,285 78

Amount paid..... 15,815 58

Balance..... \$7,470 20

Excess of inspector's fees to be deduc'd, am't 484 50

\$6,985 70

Work completed.

Payment of balance is refused in consequence of Mr. Crimmins not being the lowest bidder in fact.

For regulating Fifty-seventh street from First avenue to East river.

21. Dated October 13, 1856; Contractor, M. Tracy.

No returns of work done have been made to this depart-ment, and no payments have been made on this contract.

For regulating Fourth avenue, from Thirty-eighth to Fifty-eighth street.

22. Dated Feb'y 19, 1856; Contractor, John McGrane.

No returns of work done have been made to this de-

partment, and no payments have been made on this contract.

Work completed.

For filling sunken lots south side of Fifty-fifth street, between Tenth and Eleventh streets.

23. Dated May 4, 1856; Contractor, Pat'k Masterson.

No returns of work done have been made to this department, and no payments have been made on this contract.

Work completed.

The contract for this work was awarded to Geo. Dean, a lower bidder.

For regulating and grading Eleventh avenue, from Forty-eighth to Fifty-ninth street.

24. Dated Jan'y 3, 1857; Contractor, John McGrane.

Amount of work done as per returns to this department.....\$14,440 03

Amount paid..... 9,853 18

Balance... .. \$4,586 85

Work in progress.

For regulating, grading and setting curb and gutter in One hundred and twenty-ninth, One hundred and thirtieth and One hundred and thirty-first streets, between Tenth avenue and Hudson river.

25. Dated April 23, 1856; Contractor, Bartlett Smith.

Amount of work done as per returns to this department..... \$6,103 51

Amount paid..... 4,275 46

Balance..... \$1,828 05

Work in progress.

For regulating Fifty-fifth street, from Fifth to Seventh avenue.

26. Dated Feb'y 7, 1855; Contractor, Cornelius Smith.

Amount of work done as per returns to this department.....\$4,658 70

Amount of work done as per report of Dan'l

Ewen to this department, dated March 29,

1858.....\$10,880 00

Amount paid..... 5,348 39

Contract not considered valid in consequence of not being made with the lowest bidder.

(See Comptroller's Annual Report, 1857, page 86.)

For regulating and grading Fifty-second street, from Broadway to Sixth avenue.

27. Dated April 7, 1855; Contractors Conklin & Mooney.

Amount of work done as per returns to this department .....\$10,533 50

Amount paid..... 7,373 45

Balance..... \$3,160 05

Work in progress.

For regulating curb and gutter and flagging Fifty-sixth street, between Broadway and Sixth avenue.

28. Dated April 6, 1857; Contractor, Michael Treacy.

Amount of work done as per returns to this department .....\$10,946 00

Amount paid..... 8,696 90

\$2,249 10

Work completed.

Contract considered illegal in consequence of not having been made with the lowest bidder.



For regulating, curb and gutter, and flagging Fifth avenue, from Forty-ninth to Sixty-first street.

29. Dated April 7, 1857; Contractor, Terence Farley.

Amount of work done as per returns to this department . . . . . \$31,838 08

Amount paid . . . . . 23,929 99

Balance . . . . . \$7,908 09

Work in progress.

(See Comptroller's Annual Report for 1857, p. 87.)

For regulating Third avenue, from Eighty-sixth to One hundred and tenth street.

30. Dated August 28, 1856; contractor, John Pettigrew.

Amount of work done as per returns to this department . . . . . \$14,760

No payments on this contract.

Contract considered illegal, in consequence of not having been made with the lowest bidder.

For regulating Fifty-first street, between Sixth and Eighth avenues.

31. Dated May 29, 1858; Contractor, John Kinsley.

Amount of work done as per return to this department . . . . . \$4,274 90

Amount paid . . . . . 4,711 85

Work in progress.

For regulating and setting curb and gutter in One hundred and twenty-fifth street, between Eighth avenue and Manhattan street.

32. Dated January 12, 1857; Contractor, C. Smith.

No returns of work done have been made to this de-

partment, and no payments have been made on this contract.

Work completed.

For flagging Montgomery street, between Front and South street.

33. Dated March 30, 1857; Contractor, John Donnell.

No returns of work done have been made to this department, and no payments have been made on this contract.

For regulating and grading Forty-fourth street, from First to Third avenue.

34. Dated February 5, 1857; Contractor, John Kinsley.

Amount of work done, as per returns to this department..... \$4,872 00

Amount paid..... 3,410 40

Total..... \$1,461 60

Work in progress.

For regulating Fourth avenue, from Seventy-first to Seventy-ninth street.

35. Dated January 10, 1857; Contractor, John McGrane.

Amount of work done as per returns to this department..... \$15,582 00

Amount paid..... 10,907 40

Total..... \$4,674 60

Work in progress.

Further payments withheld on account of irregularity in the contract.

For regulating Fifty-fourth street, between Sixth and Seventh avenues.

36. Dated May 27, 1856; Contractor, James Humes.

Amount of work done as per returns to this department ..... \$11,680 02

Amount paid ..... 8,176 01

Balance ..... \$3,504 01

Work in progress.

For regulating, setting curb and gutter, and flagging Fifty-second street, between Fourth and Fifth avenues.

37. Dated May 10, 1857; Contractor, John McGrane.

Estimated amount of contract ..... \$4,297 50

Nothing paid.

Work completed.

For regulating and paving Thirty-ninth street, between First and Second avenues.

38. Dated April 22, 1854; Contractor, Edward Dennis.

No return of work done has been made to this department, and no payments have been made on this contract.

Work suspended.

For regulating, curb and gutter, and flagging Seventy-ninth street, between Broadway and Hudson river.

39. Dated December 8, 1856; Contractor, John Quinn.

Estimated amount of contract ..... \$8,462 08

Nothing paid.

Work completed.

For regulating Fifty-ninth street, between Tenth avenue and Bloomingdale road.

40. Dated June 26, 1852; Contractor, Peter Masterson.

Amount of work done, as per returns to this department ..... \$8,180 96

Nothing paid.

Work completed.

For regulating Fifty-sixth street, between Fourth avenue and East river.

41. Dated June 26, 1852; Contractor, John Kinsley.

Amount of work done, as per returns to this department .....

\$14,169 10

Amount paid .....

10,586 48

Balance.....

\$3,582 62

Work in progress.

For curb and gutter, and flagging Thirty-fifth street, between Third and Fourth avenues.

42. Dated September 15, 1856; Contractor, G. Mountjoy.

No return of work done has been made to this department, and no payments have been made on this contract.

Said to be completed.

For flagging Thirteenth street, between Third and Fourth avenues.

43. Dated, May 29, 1856; Contractor, G. Mountjoy.

No return of work done has been made to this department, and no payments have been made on this contract.

Said to be completed.

For regulating Fifty-seventh street, between Third and Fifth avenues.

44. Dated July 29, 1854; Contractor, John Quinn.

Amount of work done, as shown by certificates of P. H. Dreyer, Surveyor, returned to this department,

\$85,226 46

Amount of work done, as shown by certificate

of E. L. Viele, Surveyor.....

38,251 31

Amount paid .....

35,970 79

This contract was assigned to the Bowery Bank after

the death of Mr. Quinn; the work was done by Charles Devlin; many irregular payments have been made to Mr. Devlin and the Bowery Bank, and no record is shown to what contract they should be charged.

(See Comptroller's Annual Report for 1857, pp. 80, 81 and 82.)

For regulating Fifty-second street, between Tenth and Eleventh avenues.

45. Dated July 25, 1856; Contractor, Concklin Sharp.  
Estimated amount of contract ..... \$6,791 38  
Nothing paid.

Work completed.

For regulating, curb and gutter in Fortieth street, between First and Second avenues.

46. Dated May 19, 1857; Contractor, Jno. Kinsley.  
Amount of work done, as per returns to this department . . . . . \$3,757 00  
Amount paid . . . . . 2,306 75  
Balance . . . . . \$1,450 25

Work suspended.

For flagging Thirtieth street, between First and Second avenues.

47. Dated November 18, 1856; Contractor, G. C. Harsin.

No return of work done has been made to this department, and no payments have been made on this contract.

For flagging Thirty-first street, between Fifth and Madison avenues.

48. Dated October 21, 1856; Contractor, D. Reynolds.  
No return of work done has been made to this depart-

ment, and no payments have been made on this contract.  
Work completed.

For grading New Bowery, from Chatham to Franklin square.

49. Dated November 26, 1852; Contractor, Jno. Meehan.

Work completed.

No payments have been made on this contract.

The Corporation is restrained by injunction from making any payments, on the ground that the contract was not made with the lowest bidder.

For flagging Eighty-fifth street, from Second to Third avenue.

50. Dated September 22, 1856; Contractor, Thomas Brady.

Work completed.

Assessment confirmed.

Nothing paid.

For flagging Catharine street, from Oak street to East Broadway.

51. Dated September 24, 1856; Contractor, G. C. Harsin.

Work completed.

Nothing paid.

For regulating Forty-seventh street, between Third and Eighth avenue.

52. Dated August 25, 1854; Contractor, Joseph Lynch.

Amount of work done as per returns to this department.....\$16,338 07

Amount paid..... 11,660 05

Balance..... \$4,678 02

Work completed.

For regulating Lexington avenue, from Forty-second to Fiftieth street:

53. Dated Dec. 1, 1856; Contractor, G. C. Harsen.

No returns of work done have been made to this department, and no payments have been made on this contract.

Work completed.

For regulating One hundred and sixteenth street, between Eighth avenue and Harlem river.

54. Dated July 25, 1854; Contractor, John Pettigrew.

Amount of work done, per returns to this department,

\$34,481 58

Amount paid..... 13,000 00

Balance.....\$21,481 58

Work completed.

For regulating, curb, gutter and flagging Sixth avenue, from Fifty-fourth to Fifty-ninth street.

55. Dated April 6, 1857; Contractor, T. Farley.

Amount of work done, as per returns to this department .....\$20,036 59

Amount of work done as returned in assess-

ment list..... 16,627 90

Amount paid..... 16,577 28

Work completed.

Flagging Thirty-second street, from Third to Fifth avenue.

56. Dated June 27, 1856; Contractor, Thomas Gerritty.

Nothing paid.

Work completed.

For filling sunken lots, Seventy-ninth and Eightieth streets, between Second and Third avenues.

57. Dated Nov. 25, 1856; Contractor, Oscar Taylor.

Nothing paid.

Work completed.

For regulating Fifty First street, between Third and Sixth avenues.

58. Dated July 13, 1853; Contractor, John Pettigrew.

Nothing paid.

Work completed.

For regulating Fiftieth street, from Fifth to Lexington avenue.

59. Dated April 28, 1854; Contractor, Philip Fohey.

No return of work done has been made to this department, and no payments have been made on this contract.

For regulating, &c., Lexington avenue, from Fiftieth to Fifty-seventh street.

60. Dated April 12, 1853; Contractor, Philip Fohey.

Amount of work done, as per returns to this department.....\$9,804 36

Amount paid..... 6,447 55

Balance.....\$3,356 81

Excess of Inspector's fees to be deducted.. 415 50

\$2,941 31

For regulating, &c., Fourth avenue, from Seventy-ninth to Ninety-second street.

61. Dated April 15, 1857; Contractor, Charles Devlin.

Amount of work done, per certificate of surveyor, August



13, 1857, on which the advance was made is calculated by allowances .....\$14,819 93

Amount by contract price is..... 12,593 68

Amount paid..... 12,973,90

Work completed.

For regulating Seventieth street, between Tenth avenue and Hudson river.

62. Dated Oct. 21, 1852; Contractor, P. J. Bonesteel.

Amount of work done, as per returns to this department .....\$8,465 00

Amount paid..... 5,925 50

For regulating Seventy-eighth street, from Third to Fifth avenues.

63. Dated July 16, 1853; Contractor, T. J. G. Bluemenrother.

Contract abandoned by Bluemenrother, and the work completed by his sureties.

Nothing paid.

For regulating Fifty-fourth street between First avenue and East river.

64. Dated December 7, 1855; Contractor, D. Gallagher.

Amount of work done, as per returns to this department.....\$10,401 92

Amount paid..... 7,281 35

Balance..... \$3,120 57

For regulating, curb and gutter Forty-sixth street, between Fifth avenue and East river.

65. Dated December 1, 1852; Contractor, J. B. Brady.

Amount of work done, as per returns to this department .....	\$23,001 74
Amount paid.....	13,862 25
Balance.....	\$9,139 49

For flagging, curb and gutter No. 38 Water street.

66. Dated May 4, 1857; Contractor, C. Devlin.

Nothing paid.

For curb and gutter Nos. 77, 79 and 87 Washington street.

67. Dated May 4, 1857; Contractor, C. Devlin.

Nothing paid.

For building Tompkins market.

68. Dated Dec. 31, 1856; Contractor, Theodore Hunt.

Amount of contract.....\$155,371

Amount paid on this contract..... 55,000

Work in progress.

For removing Diamond reef.

69. Dated January 26, 1856; Contractors, Peter V. Husted and Julius H. Krohll.

Amount paid on this contract.....\$15,000

Work not completed.

Battery enlargement.

70. Dated Nov. 25, 1852; Contractor, Henry Concklin.

Amount paid on this contract.....\$46,000

Work not completed.

For regulating, grading, curb and gutter and flagging Fifth avenue, from Sixty-first to Eighty-sixth street.

71. Dated December 4, 1858; Contractor, John W. Pettigrew.

Amount of bid.....\$80,205 88  
Nothing paid.

For flagging Forty-sixth street, between Tenth and Eleventh avenues.

72. Dated Dec. 4, 1858; Contractor, John Hodgins.

Amount of bid.....\$368 80  
Nothing paid.

For regulating and grading Lexington avenue, from Fifty-seventh street to Hamilton square.

73. Dated Dec. 3, 1858; Contractor, Thomas Crimmins.

Amount of bid.....\$13 515  
Nothing paid.

For regulating and grading Tenth avenue, from Fifty-fourth street to Broadway.

74. Dated Oct. 30, 1858; Contractor, John McGrane.

Amount of bid.....\$39,977 33  
Nothing paid.

For setting curb and gutter in Fifty-second street, from Tenth to Eleventh avenues.

75. Dated Dec. 1, 1858; Contractor, John Hodgins.

Amount of bid.....\$734 00  
Nothing paid.

For flagging One hundred and twenty-seventh street, between Fifth and Sixth avenues.

76. Dated Oct. 23, 1858; Contractor, James Stephens.

Amount of bid.....\$715 50  
Nothing paid.

For re-setting curb and gutter and re-flagging Forty-third street, between Eleventh avenue and Hudson river.

77. Dated Oct. 18, 1858; Contractor, John Hodgins.  
Amount of contract.....\$588 91  
Work completed.

For flagging, curb and gutter Second avenue, from Seventy-seventh to Eighty-sixth street.

78. Dated December 4, 1858; Contractor,  
Amount of bid.....\$4,669  
Nothing paid.

For Macadamizing Second avenue, from Sixty-first to One hundred and twenty-third street.

79. Dated Dec. 17, 1858; Contractor, Jno. Kinsley.  
Amount of bid.....\$34,846 32  
Nothing paid.

For repairing pier foot of Fifth street, East river.

80. Dated Nov'r 13, 1858; Contractor, Robert Earl.  
Amount of contract.... \$2,500  
Nothing paid.

For extending pier No. 51, foot of Christopher street North river.

81. Dated Nov'r 13, 1858; Contractor, Jacob Sharp.  
Amount of contract.....\$8,216 00  
Nothing paid.

For repairing pier No. 51, foot of Christopher street, North river.

82. Dated Nov'r 5, 1858; Contractor, W. H. Adams.  
Amount of contract.....\$3,789 00  
Nothing paid.

For repairing pier foot of Forty-seventh street, North river.

83. Dated Oct'r 20, 1858; Contractor, Jacob Sharp.

Amount of contract.....\$3,616 16

Nothing paid.

For excavating both sides of pier foot of One hundred and thirtieth street, Harlem river.

84. Dated December 20, 1858; Contractors, George O. Liddle and Isaac Orr.

Amount of contract.....\$766 88

Nothing paid.

For repairing and extending pier foot of One hundred and thirtieth street, Harlem river.

85. Dated December 1, 1858; Contractor, Jacob Sharp.

Amount of contract.....\$1,016 00

Nothing paid.

For altering building No. 18 Burling slip, for Hose Co. No. 58.

86. Dated Dec. 6, 1858; Contractor, James Strang.

Amount of contract.....\$1,549 00

Nothing paid.

For repairs and alterations to No. 39 Liberty street, for Hose Co. No. 8.

87. Dated October 21, 1858; Contractors, Lewis Carpenter and Chas. Vandevoort.

Amount of contract.....\$2,142 00

Nothing paid.

For erecting a look-out on Macdougall street bell tower.

Dated Dec'r 4, 1858; Contractor, John Noe.

Amount of contract.....\$725 00

Nothing paid.

For erecting a building on lot No. 284 West Thirty-sixth street, for Engine Co. No. 15.

89. Dated Nov. 27, 1858; Contractor Edward Linnen.

Amount of contract.....\$4,275 00

For repairs and alterations to No. 34 Mangin street,  
for Hose Co. No. 13.

90. Dated Dec. 10, 1858; Contractors, Lewis Carpenter  
and Chas. Vandervoort.

Amount of contract.....\$666 00

For building new engine for Company No. 9.

91. Dated October 18, 1858; Contractors, A. Van Ness  
and James M. Bard.

Amount of contract.....\$1,150 00

Allowed for old engine..... 350 00

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\$800 00

For three thousand gas lamps.

92. Dated October 18, 1858; Contractors, Kelly and  
Vandervoort.

Amount of contract.....\$5,850 00

Amount paid ..... 1,053 00

For repairing and reglazing all public lamps in the  
city for one year.

93. Dated October 7, 1858; Contractor, Alex. Brandon.

Amount of contract.....\$2,300 00

Amount paid..... 383 34

For lighting all the oil lamps of the city.

94. Dated Nov. 22, 1858; Contractor, John Kelly.

Amount of contract per lamp.....\$8 90

Nothing paid.

For fifteen hundred cast iron lamp posts.

95. Dated Nov'r 17, 1858; Contractor, John Roach.

Amount of contract.....\$8,789 06  
 Amount paid..... 4,430 95

With Manhattan Gas Light Company for lighting district above Grand street.

96. Dated May 5, 1848.

Amount paid in 1858 to the Manhattan Gas Light Company.....\$244,286 66

For twenty-five thousand feet of three inch leather hose.

97. Dated Nov'r 20, 1858; Contractors, Bowic and Vanderhoef.

Amount of contract.....\$17,500

For two steam fire engines.

98. Dated Nov'r 9, 1858; Contractors, Wellington Lee and Jos. G. E. Learned.

Amount of contract.....\$15,000 00

Amount paid..... 7,500 00

For two fire alarm bells.

99. Dated October 18, 1858; Contractors, E. Jones & H. J. King, and Troy and John Wight, and Franklin Wight.

Estimated amount.....\$1,800

Nothing paid.

For five hundred loads of pine wood.

100. Dated Nov'r 22, 1858; Contractor, John T. Barnard.

Amount of contract.....\$1,160

Nothing paid.

For erecting railing round Tompkins square.

101. Dated Oct. 21, 1858; Contractor, Marcus Eidlitz.

Amount of contract.....	\$28,000
Amount paid.....	1,750

For sewer in Forty-fifth street, from Tenth avenue to Hudson river.

102. Dated June 17, 1856; Contractor, William J. McDivitt.

Amount of contract.....	\$12,050	21
Amount paid.....	8,435	16

Work completed.

For sewer in Forty-third street, from Tenth to Eleventh avenues.

103. Dated Septem'r 20, 1856; Contractor, James B. Worden.

Amount of contract.....	\$3,210	64
Amount paid.....	3,131	04
Balance.....	\$79	60

Work completed.

The sewer in Forty-seventh street, from Fifth to Seventh avenue.

104. Dated May 6, 1857; Contractor, Thomas Casey.

Amount of contract.....	8,688	50
Amount paid.....	6,000	00
Balance.....	2,688	50

Work completed.

For sewer in Third avenue, from Fifty-sixth to Sixty-first street.

105. Dated March 26, 1858; Contractor, Jeremiah Crowley.

Amount of contract.....	13,383	42
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Nothing paid.  
Work completed.



For sewer in Fifty-second street, from Second to Third avenue.

106. Dated March 27, 1858; Contractor, Thos. Brady.  
 Amount of contract....." 3,591 51  
 Nothing paid.  
 Work completed.

For sewer in Marion street, from Broome to Spring street.

107. Dated April 26, 1858; Contractor, Jas. W. Smith.  
 Amount of contract.....\$3,494 80  
 Amount paid ..... 3,361 14  
 Balance..... 133 66  
 Work completed.

For sewer in Allen street, from Hester street, 200 feet south.

108. Dated April 27, 1858; Contractor, John Duffy.  
 Amount of contract.....\$702 65  
 Amount paid..... 679 65  
 Balance..... \$23 00  
 Work completed.

For sewer in Fifth avenue, from Tenth to Eleventh street.

109. Dated April 27, 1858; Contractor, Lawrence Rock.  
 Amount of contract .....\$620 34  
 Amount paid..... 603 74  
 Balance.. ..... \$16 60  
 Work completed.

For sewer in Thirty-seventh street, east of Seventh avenue to Broadway.

110. Dated April 27, 1858; Contractor, John Rourke.  
Amount of contract.....\$3,154 80  
Nothing paid.  
Work completed.

For sewer in Eldridge street, between Stanton and Houston street.

111. Dated April 28, 1858; Contractor, Thomas Brady.  
Amount of contract.....\$700 58  
Nothing paid.  
Work completed.

For sewer in Beach street, between West and Greenwich streets.

112. Dated April 27, 1858; Contractor, Michael Casey.  
Amount of contract.....\$1,788 86  
Nothing paid.  
Work completed.

For sewer in Pike street, from Division street to East river.

113. Dated May 14, 1858; Contractor, Thos. McConnell.  
Amount of contract.....\$7,215 36  
Nothing paid.  
Work completed.

For sewer in Gouverneur street, between Gouverneur slip and Henry street.

114. Dated May 4, 1858; Contractor, Thos. McConnell.  
Amount of contract.....\$4,836 64  
Nothing paid.  
Work completed.

For sewer in Forty-eighth street, between Sixth and Seventh avenues.

115. Dated May 4, 1858; Contractor, John Donaho.

Amount of contract..... \$3,622 40

Nothing paid.

Work completed.

For sewer in Forty-second street, Fourth avenue through Madison avenue to Thirty-ninth street.

116. Dated June 11, 1858; Contractor, Patrick McCafferty.

Amount of contract..... \$6,454 72

Nothing paid.

Work completed.

For sewer in Front street, between Maiden lane and Wall street.

117. Dated June 12, 1858; Contractor, Cornelius Smith.

Amount of contract..... \$2,149 75

Amount paid..... 2,098 30

Balance..... \$51 45

Work completed.

For sewer in Thirty-sixth street, from Second avenue to the East river.

118. Dated June 12, 1858; Contractor, Jeremiah Crowley.

Amount of contract .....\$3,193 16

Nothing paid.

Work completed.

For sewer in Houston street, between Wooster and Grand streets.

119. Dated June 14, 1858; Contractor, John Duffey.  
Amount of contract..... \$566 99  
Nothing paid.  
Work completed.

For sewer in Jackson street, from pier to 75 feet north of Monroe street.

120. Dated June 19, 1858; Contractor, Patrick Lynch.  
Amount of contract..... \$4,661 60  
Nothing paid.  
Work completed.

For sewer in Forty-fifth street, one hundred and fifty feet east of Sixth avenue through Fifth avenue to Forty-seventh street.

121. Dated June 17, 1858; Contractor, William Baird.  
Estimated amount of contract..... \$7,000  
Nothing paid.  
Work in progress.

For sewer in Grove street, one hundred and seventy-five feet east of Bleecker street to and through Fourth street to Barrow street.

122. Dated August 9, 1858; Contractor, Jeremiah Crowley.  
Amount of contract..... \$1,551 34  
Nothing paid.  
Work completed.

For sewer in Forty-sixth street, from Second to Third avenues.

123. Dated June 30, 1858; Contractor, Andrew Kennedy.  
Amount of contract..... \$3,841 29  
Nothing paid.  
Work completed.

For sewer in Trinity place, from Edgar street 125 feet north.

124. Dated June 26, 1858; Contractor, James Cunningham.

Amount of contract .....\$488 20

Nothing paid.

Work completed.

For sewer in Sullivan street, between Bleecker and Amity streets.

125. Dated July 14, 1858; Contractor, John P. Cumming.

Amount of contract.....\$1,469 90

Nothing paid.

Work completed.

For sewer in Fourth avenue, from Thirty-seventh to Fortieth street.

126. Dated June 22, 1858; Contractor, Wm. A. Cumming.

Amount of contract ..... \$3,158 41

Nothing paid.

Work completed.

For sewer in Crosby street, between Bleecker and Houston streets.

127. Dated August 28, 1858; Contractors, Cunningham & Humes.

Amount of contract..... \$967 10

Nothing paid.

Work completed.

For sewer in Fortieth street, Ninth avenue, Thirtyninth street and Eighth avenue.

128. Dated September 3, 1858; Contractor, Daniel McGinn.

Estimated amount of contract.....\$1,000

Nothing paid.

Work in progress.

For sewer in Twenty-fourth street, between Lexington and Fourth avenues.

129. Dated August 28, 1858; Contractor, John H. McCabe.

Amount of contract.....\$769 37

Nothing paid.

Work completed.

For sewer in Fifty-fourth street, between Third and Second avenues.

130. Dated September 11, 1858; Contractor, Andrew Kennedy.

Amount of contract.....\$2,568 13

Nothing paid.

Work completed.

For sewer in Elizabeth street, between Bayard and Canal streets

131. Dated September 25, 1858; Contractor, James Cunningham 2d.

Amount of contract.....\$1,050 10

Nothing paid.

Work completed.

For sewer in Howard street, between Mercer street and Broadway.

132. Dated Sept. 27, 1858; Contractor, Thos. Casey.

Amount of contract..... \$483 60

Nothing paid.

Work completed.

For sewer in Forty-ninth street, Seventh avenue and  
Seventy-six feet east of Broadway.

133. Dated Sept. 27, 1858; Contractor, Wm. Baird.

Amount of contract..... \$906 08

Nothing paid.

Work completed.

For sewer in Spring street, between Washington street  
and Hudson river.

134. Dated September 25, 1858; Contractor, Matthew  
Murray.

Amount of contract..... \$1,041 60

Nothing paid.

Work completed.

For Morton street extension to Bedford street.

135. Dated September 28, 1858; Contractor, Patrick  
Lynch.

Amount of contract ..... \$700 20

Nothing paid.

Work completed.

For sewer in Thirty-fourth street, between Lexington  
and Fourth avenues.

136. Dated Sept. 27, 1858; Contractor, Patrick Lynch.

Estimated amount of contract..... \$1,000

No payments.

Work in progress.

For sewer in Hudson streets, between Barrow and Mor-  
ton streets.

137. Dated Sept. 28, 1858; Contractor, Patrick Lynch.

Amount of contract .....\$623 06

Nothing paid.

Work in progress.

For sewer in Houston street, between Laurens and Wooster streets.

138. Dated Sept. 27, 1858; Contractor, Patrick Lynch.

Amount of contract .....\$487 32

Nothing paid.

Work completed.

For sewer in Pitt street, between Broome and Grand streets.

139. Dated October 20, 1858; Contractor, Wm. Baird.

Amount of contract .....\$965 60

Nothing paid.

Work completed.

For sewer in Forty-fifth street, between Third and Second avenues.

140. Dated Oct. 21, 1858; Contractor, Joseph Lynch.

Estimated amount of contract..... \$2,500

Nothing paid.

Work in progress.

For sewer in Second avenue, between Fifty-third and Sixtieth street.

141. Dated Oct 20, 1858; Contractor, Thos. Crimmins.

Estimated amount of contract..... \$7,500

Nothing paid.

Work in progress.

For sewer in Thirty-sixth street, from Tenth avenue through Eleventh avenue to Thirty-seventh street.



142. Dated October 16, 1858; Contractor, Daniel J. Malackey.

Estimated amount of contract.....\$6,000

Nothing paid.

Work completed.

For sewer in Orchard street, between Stanton and Rivington streets.

143. Dated October 16, 1858; Contractor, John H. McCabe.

Amount of contract.....\$877 60

Nothing paid.

Work completed.

For sewer in Greenwich avenue, between Troy and Jane streets.

144. Dated October 16, 1858; Contractor, Jeremiah Crowley.

Amount of contract.....\$574 50

Nothing paid.

Work completed.

For sewer in Fourth street, between Jones street and Sixth avenue.

145. Dated October 16, 1858; Contractor, Jeremiah Crowley.

Amount of contract..... \$1,303 67

Nothing paid.

Work completed.

For sewer in Allen street, between Stanton and Rivington streets.

146. Dated October 30, 1858; Contractor, John H. McCabe.

Amount of contract..... \$1,303 12  
 Nothing paid.  
 Work completed.

For sewer in Forty-fifth street, between Ninth and Tenth avenues.

147. Dated October 30, 1858; Contractor, Wm. A. Cummings.

Estimated amount of contract. .... \$5,000  
 Nothing paid.  
 Work in progress.

For sewer in Attorney street, between Rivington and Delancey streets.

148. Dated Nov. 30, 1858; Contractor James Cunningham.

Amount of contract.....\$1,261  
 Nothing paid.  
 Work completed.

For sewer in Fifty-fourth street, Fourth avenue and four hundred and fifty-feet west of Fifth avenue.

149. Dated April 29, 1857; Contractor, John Kinsley.

Amount of work done, per certificate of Croton Aqueduct Board.....\$10,537 22  
 Amount paid..... 2,170 00

Balance .....\$8,367 22

Work completed.

For paving with Belgian pavement Astor place, between Third and Fourth avenues.

150. Dated November 19, 1858; Contractor, William A. Cummings.

Amount of contract.....\$1,622 06

Nothing paid.

Work completed.

For paving with Belgian pavement, Madison avenue,  
between Twenty-third and Forty-second streets.

151. Dated July 3, 1858; Contractor, Charles Guidet.

Amount of contract.....\$42,798 18

Amount paid..... 29,951 21

Balance.....\$12,846 97

Work completed.

For building new reservoir.

152. Dated April 2d, 1858; Contractors, Fairchilds,  
Walker & Co.

Payments on this contract.....\$172,572 45

Work in progress.

For sewer for new reservoir.

153. Dated Nov. 10, 1858; Contractor, Patrick Lynch.

Nothing paid.

Work in progress.

For sewer in Fifteenth street, from Avenue C to East  
river.

154. Dated September 25, 1858; Contractor, James  
Cunningham.

Nothing paid.

Work in progress.

For receiving basins and culverts at the easterly cor-  
ners of Chambers and Washington streets.

155. Dated August 18, 1858; Contractor, Matthew Murray.

Nothing paid.

Work completed.

For alterations to Court Rooms of Sixth Judicial District.

156. Dated October 6, 1858; Contractors, Keyser & Berrian.

Amount of contract.....\$1,080

Nothing paid.

For excavating slip foot of Harrison street, North river.

157. Dated Nov. 22, 1858; Contractors, Liddle & Orr.  
Paid in full.

For regulating and grading Eighty-fourth street, from Eighth avenue to Broadway.

158. Dated Dec. 8, 1858; Contractor, John Martine.  
Nothing paid.

For regulating and grading Canal street, between Centre and East Broadway.

159. Dated July 16, 1856; Contractor John Pettigrew.  
Assessment list confirmed, April 17, 1857.

Amount paid on this contract.....\$1,471 81

For flagging, curb, gutter, &c., Eighty-fourth street, from First to Third avenue.

160. Dated April 14, 1857; Contractor G. C. Harsen.  
Assessment list confirmed, December 30, 1857.

Amount paid on this contract.....\$4,800

For filling lots south side of Forty-first street, between Tenth and Eleventh avenues.

161. Dated January 3, 1857; Contractor, William A. Cumming.

Assessment list confirmed December 31, 1857.

Amount paid on this contract.....\$1,900

For filling lots south side of Fortieth street, between Ninth and Tenth avenues.

162. Dated December 8, 1856; Contractor, Wm. Joyce.

Assessment list confirmed, December 29, 1857.

Amount paid on this contract.....\$1,700

163. A contract dated December 21st, 1855, was entered into by Thomas K. Downing, City Inspector (as authorized by resolution of Common Council, approved by the Mayor, August 15, 1855,) in behalf of the Corporation of the city of New York, and James R. Dey, to have the right for five years from date hereof, to all night soil taken from the privies and sinks within the city of New York, at the rate of four thousand one hundred dollars (\$4,100) per year, to be paid by said Dey, in annual payments, first payment to be made on 1st January, 1857.

The latter part of May, 1858, Mr. Dey, by note addressed to G. W. Morton, City Inspector, gave notice that he would abandon the contract on the 1st of June following, and no work has been done on this contract since that date.

The amount of money received.....\$3,194 66

The matter has been referred to the Counsel to the Corporation.

164. A contract, dated February 25, 1856, was entered into by Geo. W. Morton, City Inspector, (as au-

thorized by resolution of Common Council, approved by the Mayor, December 14, 1855,) in behalf of the Corporation of the city of New York and George A. Forbes of said city, giving said Forbes the right and privilege of collecting and removing dead horses and other dead animals, blood, offal, and other refuse matter and nuisances from the city for the term of five years, in consideration of the sum of four thousand dollars per annum, payable quarterly by said Forbes.

No payments received on this contract.

165. An agreement (authorized by resolution of Board of Health, adopted June 11, 1858,) was entered into on 24th of June, 1858, by George W. Morton, City Inspector, in behalf of the Board of Health and William H. Woodruff, "for the removal of all the contents of the sinks and privies of this city beyond the harbor, without nuisances," &c., at the rate of fifty dollars per week, for boats of fifty tons burthen, and in the same ratio for boats of larger proportions, and if employed beyond six months, the rate to be forty dollars per week for boats of fifty tons burthen, and in same ratio for boats of larger proportions.

Amount paid on this contract.... \$2,436

Judgment has been perfected against Corporation on this contract, and not yet paid, amounting to about..... \$20,000

DOCUMENT No. 17.

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BOARD OF ALDERMEN,

MARCH 28, 1859.

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The following communication from the Comptroller, stating the Amount of Taxes and Assessments Uncollected, January 1st, 1859; also, reporting progress made in opening new books, &c., was received and directed to be printed.

D. T. VALENTINE, *Clerk.*

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CITY OF NEW YORK, DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE, March, 28, 1859.

*Gentlemen of the Common Council:*

The Comptroller begs leave, respectfully, to inform your Honorable Bodies of the measures adopted, and course pursued by him, since his accession to office, in relation to the books and accounts pertaining to the fiscal affairs of the Corporation.

Owing to the confusion found to exist, it was deemed advisable to open an entire new set of books in this de-

partment, and requisition was accordingly made for such books as were considered necessary, which have since been received. A circular, (No. 1,) was prepared, and copies thereof addressed to the several officers of the Corporation, calling for information, substantially as follows:

1st. In regard to the books and accounts kept by them, respectively.

2d. What periodical or occasional returns or reports have heretofore been made—by whom, and to whom made.

3d. Requested suggestions in regard to any improvements in the methods of conducting the business of the Corporation, and keeping the accounts thereof.

4th. Directing that no change should be made in the forms of keeping and rendering the city accounts, until prescribed by this department.

A copy of said circular is herewith submitted.

The Comptroller is happy in being able to report to your Honorable Bodies, that prompt and very satisfactory replies were duly received from the various Corporation officers, to whom his circular, No. 1, was addressed, in respect to the accounts kept and rendered by them.

In order to obtain proper starting points for the various accounts of revenue and income, the *Receiver of Taxes*, the *Collector of Assessments*, the *Clerk of Arrears* and the *Collector of City Revenue*, were severally called upon for statements, in detail, of the amounts due the Corporation,



The amount of taxes and arrears of Croton Water rents uncollected on the 1st of January, 1859, in charge of the Receiver of Taxes, was as follows:

Taxes on Real Estate, for the year 1858....	\$978,056 04
“ Personal “ “ “ “ ....	258,472 39
Taxes on Personal Estate, for years 1843 to 1857, both inclusive .....	1,486,176 87
Arrears of Croton Water rents for the year 1857.....	35,908 29
	<u>\$2,758,613 59</u>

The Receiver of Taxes makes daily reports, showing, in detail, the amounts collected by him, names of persons from whom collected, amount of tax, and amount of interest. He also pays over to the County Treasurer, daily, the moneys collected for taxes, and to the Chamberlain, the moneys received on account of arrears of Croton

Water rents, for which he takes receipts in duplicate, copies of which are filed with the Comptroller. These daily reports of collections are carefully examined and compared with the duplicate tax books beforementioned, and the interest calculations are also examined, and all errors and discrepancies discovered therein are corrected before they are filed, and the entries thereof made.

The Deputy and Acting Street Commissioner has furnished a statement of the amounts apparently due to the Corporation upon the various assessment lists in hands of the Collector of Assessments on 1st January. A copy of which is hereto appended.

The amounts represented to be due upon assessments for opening Central Park, and the Bowery Extension, to be credited to the "Assessment Fund," is...	\$646,109 60
The amounts reported to be due upon assessment lists, for various streets and other improvements, to be credited to "Assessments Confirmed," is .....	394,636 83
Total.....	<u>\$1,040,746 43</u>

A detailed account of the items due upon each of these lists has been called for, and the Comptroller hopes to receive the same soon. It is proposed to have copies of all assessment lists taken, in books to be kept for that purpose, in the Auditing Bureau, and to take receipts from the Collector of Assessments, for all lists sent to him for collection; the amounts thereof to be duly charged to him in the books kept in the Comptroller's office. In order to examine the accounts of collections by the Col-

lector of Assessments, it is required that reports, in detail, of such collections, showing full particulars thereof, including interest calculations, etc., shall be rendered by him, daily, to the Comptroller. It is also proposed that the collector shall be required to pay over the moneys received by him, and the deputy collectors each day, instead of retaining the same for several days, according to the present practice.

The Clerk of Arrears has not yet fully completed the account of all the items of taxes and assessments in his hands on 1st January, but has engaged upon it all the clerical force at his disposal, and it is expected to be finished very soon.

The amounts due for rents outstanding, and interest on bonds and mortgages, in hands of the Collector of City Revenue, has already been reported to your Honorable Bodies, (see Doc. 15, of the Board of Aldermen, page 11 to 19, inclusive.)

The Clerk of Arrears who formerly made his returns, and paid over to the Chamberlain his collections, weekly, now makes daily reports, and, also, pays over all moneys collected by him, daily.

The Deputy Collectors of the City Revenue, who have charge of the collection of market rents and fees, have heretofore paid over their collections weekly, but from and after 1st April they will be required to make daily returns; and the Collector of the City Revenue will also pay over to the Chamberlain, daily, all moneys received by him.

The Comptroller is happy to state that he hopes to be able, before long, to get all the accounts of the Corporation in satisfactory condition, so far as it respects the current business, and, also, be prepared to undertake the adjustment of all such old matters as may require his attention.

Respectfully submitted,

ROBT. T. HAWS, *Comptroller*.

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CITY OF NEW YORK, DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE, Jan. 10, 1859.

CIRCULAR No. 1.

SIR:—The Comptroller, having decided to open an entire new set of books in this department, deems the present a favorable opportunity to make any changes in the manner of keeping and rendering the accounts, and conducting the financial business of the city, which the experience and observation of the accountants and other persons in the several departments of the city government may have suggested to them as being desirable.

The undersigned therefore requests from you, at your earliest convenience, a statement showing the following particulars:

1. A list of all the books kept in your office, and in the several bureaus in your department, with a brief sketch or explanation of the accounts so kept in such books respectively.

2. State what periodical and occasional returns or reports, respecting the financial business of the city, have heretofore been made by you, or others in your department, by whom (what officer or clerk, their names and titles) made, and to whom; also, at what times.

3. The Comptroller, being earnestly desirous to effect all such practicable improvements in the methods of conducting the business of this department as are required by the public interest, respectfully invites from all persons, who, from their connection with the government of the city, or otherwise, are acquainted with the subject, any information or suggestions which will the better enable him to accomplish so desirable an object.

4. Until otherwise directed by this department, the forms of keeping and rendering all city accounts, and the methods of conducting its financial business, will remain unchanged.

Respectfully, yours,

ROBT. T. HAWS, *Comptroller.*

BUREAU OF COLLECTION OF ASSESSMENTS,  
NEW YORK, January, 1, 1859.

STATEMENT of all uncredited balances apparently due the City, and chargeable to  
DANIEL E. DELAVAN, Collector.

Date of Confir- mation.	TITLE OF WORK.	AMOUNT UNCREDITED.
1857.		
May 20	Wooster street, sewer between Bleecker and Amity streets	\$290 66
"	36th street, fencing north side, between 2d and 3d avs...	66 35
May 21	2d avenue, fencing east side, between 34th and 36th sts...	111 75
"	Do do west side, between 35th and 36th sts...	59 85
"	Do do east side, between 36th and 37th sts...	99 31
"	Do do east side, between 37th and 38th sts...	113 55
May 22	Ludlow street, flagging, between Rivington and Stan- ton streets.....	178 20
"	Lexington av., fencing, between 32d and 39th sts., &c...	279 37
"	85th street, flagging, curb and gutter, between 2d and 2d avenues.....	1,699 92
"	Lewis street, west side, flagging, curb and gutter, between Rivington and 8th streets.....	216 46
"	7th avenue, flagging, between 29th and 35th streets.....	403 35
Sept. 24	Duane street, flagging, between Broadway & Hudson sts...	794 52
Oct. 15	35th street, sewer, between 3d and Lexington avenues...	266 34
"	47th street, sewer, between 3d and 5th avenues.....	225 37
"	Clinton street, sewer, between Grand and Broome streets.	141 50
Oct. 19	32d street, Belgian paving, between Broadway & 5th av...	2,374 58
"	46th street, flagging, curb and gutter, between 8th and 10th avenues.....	553 41
"	47th street, flagging and paving, between 5th and 7th avs.	1,665 74
Oct. 23	38th street, sewer, basins, &c., between 3d and 4th avs...	1,682 43
Oct. 26	13th street, flagging and repaving, between 1st avenue and Avenue B.....	1,633 52
"	William and Frankfort streets, north-east corner, basin and culvert.....	40 88
Oct. 30	49th street, paving, between 6th and 8th avenues.....	1,243 72
Oct. 26	Barrow street, sewer between West Washington place and Bleecker street.....	252 63
Oct. 30	57th street, sewer, between 8th and 9th avenues.....	871 63
Nov. 6	52d street Regulating, curb and gutter and flagging, bet. 5th and 6th avenues.....	10,594 53
Nov. 7	Mercer street, flag'g, reflag'g, &c., bet. Spring & Houston	118 78
"	Mulberry street, sewer, between Bayard and Canal streets	833 32
Nov. 11	34th st., flagging, north side, between 5th and 6th avs...	173 06
Nov. 13	Green street, sewer, between Amity and Bleecker streets.	397 20
Nov. 11	85th street, flagging, curb and gutter, 1st and 2d avenues.	859 31
Nov. 23	27th street, flagging, between 6th and 8th avenues.....	1,170 16
Dec. 19	Sullivan street, flagging in front of 70, 72, 74, 76, 76½, 78, 80, 82.....	224 84
"	25th st., flagging, north side, between 7th and 8th avs....	37 06
"	Washington street, flag'g, curb and gutter, between Amos and Christopher streets.....	131 04
Nov. 11	3d avenue, sewer, between 79th and 84th streets.....	9,250 25
Nov. 7	King street, sewer, between Hudson riv. & Macdougal st.	698 50
	Carried forward.....	\$39,773 09

Date of Confir- mation.	TITLE OF WORK.	AMOUNT UNCREDITED.
1857.	Brought forward.....	\$39,773 09
Dec. 3	Lexington avenue, sewer, between 42d and 49th street...	617 41
Dec. 29	40th street, filling lots, between 9th and 10th avenue....	1,755 11
"	Vestry street, repaving, flagging, &c., Washington and West streets.....	588 84
Dec. 30	12th street, fencing, between Avenues B and C.....	25 72
"	Monroe street, sewer, between Catharine and Market sts.	1,029 36
"	North Moore street, flagging, curb and gutter, between West and Washington streets.....	336 11
"	36th street, fencing lots, between 5th and 8th avenues....	91 17
"	39th street, fencing lots, south side, between 7th and 8th avenues.....	63 35
"	Eleecker street, sewer, between Bank street and 8th av..	315 18
"	Second avenue, flagging, curb and gutter, between 33d and 34th streets.....	48 96
"	27th street, flagging, curb and gutter, north side 2d and and 3d avenues.....	243 72
"	Hudson street, flagging, curb and gutter, No. 525 and 148 Amos street.....	167 22
"	Avenue C, flagging, west side, between 10th and 11th sts.	39 80
"	2d street, flagging south side, between Avenues A and B.	42 07
"	Spring street, flagging, curb and gutter, between Marion and Mulberry streets.....	386 83
"	44th street, flagging, north side, between 9th and 10th avs.	63 11
"	Water street, flagging, curb and gutter, north side between Catharine and Rutgers streets.....	1,515 88
Dec. 31	29th street, sewer, between 1st and 2d avenues.....	1,910 23
Dec. 30	84th street, flagging, curb and gutter, &c., between 1st and 3d avenues.....	4,035 58
Dec. 31	40th and 41st streets, filling lots, between 10th & 11th avs	2,311 73
Dec. 29	Bowery, sewer, between Roosevelt street and Franklin sq	2,394 24
Dec. 30	5th avenue, sewer, between 124th street and Harlem riv	12,525 65
"	79th street, regulating, grading, &c., 5th avenue and East river.....	36,420 29
Dec. 26	49th street, sewer, through 2d and 3d avenues to 56th st.	84,563 62
1856.		
Feb. 5	Central Park, opening, south-west division.....	135,506 93
"	Do do north-east and north-west divisor	263,294 97
"	Do do south east division.....	102,132 70
1857.		
Mar. 18	Bedford street, sewer, between Carmine and Hamersly sts	174 89
"	Columbia street, flagging, curb and gutter, east side, between Grand and Houston streets.....	325 85
"	Thirteenth street, sewer, between 4th street and 8th av.	231 89
"	Bowery, sewer, east side, between 5th and 6th streets....	351 74
"	41st street, flagging, between 3d and 4th avenues.....	361 68
Mar. 20	Mott street, flagging, curb and gutter, east side, between Spring and Prince streets.....	338 51
April 17	40th street, sewer, between 9th avenue and 100 feet of 8th avenue.....	1,645 01
"	12th street, flagging, curb and gutter, between 9th and 10th avenues.....	329 43
"	38th street, fencing lots, between 2d and 3d avenues....	154 77
"	Pine street, paving, between Broadway and William st...	235 30
"	25th street, flagging, between 9th and 10th avenues.....	163 11
	Carried forward.....	\$696,451 10

Date of Con- firmation.	TITLE OF WORK.	AMOUNT UNCREDITED.
1857.	Brought forward .....	\$696,451 10
April 20	Broadway, sewer, between 40th and 41st streets .....	183 98
Mar. 7	4th avenue, sewer, between 9th and 10th streets .....	133 20
Mar. 10	41st street, paving, flagging, &c., Broadway and 7th ave. .	311 05
Mar. 18	11th street, flagging, between Avenues B and A, No. 127	420 77
"	Vestry street, sewer between Greenwich street and Hud- son river .....	471 62
"	Broadway, flagging, between 34th and 36th streets .....	58 03
Mar. 20	Hudson street, sewer, between Duane and Greenwich sts.	417 21
April 8	32d street, sewer, between Broadway and 5th avenue ....	123 55
April 17	42d street, fencing lots, between 9th and 10th avenues ...	150 59
"	41st street, flagging, and curb and gutter, between 3d and 5th avenues .....	1,031 72
"	Canal street, regulating, between Centre street and East Broadway .....	5,494 72
Mar. 7	7th avenue, flagging, between 46th and 49th streets .....	376 93
Mar. 18	51st street, sewer between 2d and 3d avenues .....	2,971 35
"	Varick street, flagging, between Spring and Vandam sts.	173 05
"	127th street, flagging, curb and gutter, between 4th and 5th avenues .....	553 28
"	34th street, flagging, curb and gutter, between 4th and 5th avenues, 33d street, between 3d and Lexington ave.	200 84
April 8	45th street, north side, filling lots, between 11th and 12th avenues .....	569 83
April 17	34th street, fencing lots between 2d and 3d avenues .....	96 31
"	114th to 123d street, filling lots, between 2d avenue and Avenue A .....	9,200 70
April 27	37th street, fencing, between 2d and 3d avenues .....	78 37
1856.		
May 1	Bowery extension, between Chatham st. and Franklin sq.	145,175 00
1858.		
June 9	49th street, sewer, between 2d and 3d avenues .....	4,118 24
"	50th street, sewer, between 3d and Lexington avenues...	2,127 32
"	37th street, sewer, between 4th and Lexington avenues ..	890 19
June 14	Bowery, sewer, between Madison and James streets .....	397 11
Mar. 8	43d street, sewer between 10th avenue and 80 feet west of 9th avenue .....	4,002 94
April 16	45th street, regulating, grading, &c., between 2d avenue and East river .....	3,466 86
"	1st avenue, paving, between 34th and 37th streets .....	3,127 06
"	43d street, sewer, between 10th and 11th avenues .....	1,806 38
"	30th and 31st streets, filling lots, between 10th & 11th ave.	2,113 10
May 6	Hudson street, sewer, between Barrow and Grove streets.	373 94
June 21	49th street, sewer, between Lexington and 5th avenue ...	8,653 23
"	7th avenue, regulating, &c., between 51st and 59th streets	5,953 35
"	Canal street, Belgian paving, between Centre and East Broadway .....	24,310 74
July 29	42d street, sewer, between 8th and 6th avenues .....	5,660 59
"	13th street, sewer, between University place and 12th st..	2,036 09
1857.		
July 28	Mott street, regulating, between Canal and Hester sts...	326 66
1859.		
Sept. 13	Deabrosses street, sewer, between Hudson riv. & Hudson st.	3,079 75
Sept. 18	Lexington avenue, Belgian paving, between 34th and 42d street .....	16,762 46
	Carried forward .....	\$953,893 56



Date of Con- firmation.	TITLE OF WORK.	AMOUNT UNCREDITED.
1858.	Brought forward.....	\$953,898 56
Oct. 11	47th street, sewer, between 7th and 5th avenues .....	7,794 23
"	Front street, sewer, between Maiden lane and Wall street	561 89
"	Wooster street, sewer, between Houston and Bleecker sts.	416 93
"	Sheriff street, sewer, between Houston and Stanton sts...	421 79
"	Attorney and Houston streets, south-east corner, basin and culvert.....	97 38
Oct. 14	Canal street, fencioing, flagging sidewalk, Nos. 77, 79 & 81.	52 66
June 9	46th street, paving, &c., between Broadway and 8th av.	1,392 83
Oct. 27	16th street, sewer, from 7th avenue to and through 9th avenue to 15th street.....	6,197 60
Nov. 12	Avenue A, sewer, between 1st and 2d streets.....	856 00
Nov. 11	Spring street, sewer, between Greenwich and McDougal streets.....	4,810 61
Nov. 12	Cherry street, sewer, between Gouverneur and 405 same street.....	1,453 95
"	3d avenue, sewer, between 27th and 28th streets .....	891 36
"	Clarkson and Greenwich streets, north east corner, basin and culvert.....	166 08
Nov. 27	Square foot of Jackson street, regulating, &c.....	1,557 29
"	60th street, regulating, between 2d and 5th avenues .....	25,171 24
Nov. 24	Marion street, sewer, between Broome and Prince streets.	3,620 24
"	Broadway and Houston streets, basin and culvert.....	172 91
"	Allen street, sewer, between Hester street & 200 foot north	840 54
"	5th avenue, sewer, between 10th and 11th streets .....	600 05
Nov. 26	3d avenue, Belgian paving, between 44th and 56th streets.	29,593 13
Dec. 18	Minetta lane and Minetta street, south west corner, basin and culvert .....	174 16
		<u>\$1,040,746 43</u>

(signed) DANIEL E. DELAVAN,

Collector of Assessments.

MARCH 25, 1859.



DOCUMENT No. 18.

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BOARD OF ALDERMEN,

APRIL 25, 1859.

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The following communication from the Comptroller, transmitting a List of Official Bonds, also a List of Leases of Property Rented to and Occupied by the Corporation, filed in the Comptroller's office, was received, laid on the table and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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CITY OF NEW YORK—DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE, April 20, 1859.

*Gentlemen of the Common Council:*

The ninth section of the ordinance to reorganize the Department of Finance, approved December 31, 1857, makes it the duty of the Comptroller to "keep and file in

his office all title deeds, leases, mortgages, or other assurances of title, and all evidences of debt, contracts, bonds of indemnity, and official bonds, except such as are directed by this ordinance to be deposited elsewhere."

The Comptroller herewith respectfully submits a list of official bonds filed since 1852, and found by him in this office, on the 1st of January last.

A "Register of Official Bonds" has been procured, in which those embraced in this list will be entered, together with all such bonds as may hereafter be filed in this office, after first being duly approved, will be registered and numbered in the order they are presented.

A list of all leases filed in the Comptroller's office, of property rented to and occupied by the Corporation, is also submitted herewith; no record or account of such documents having hitherto been kept. A "Register of Leases to the Corporation" has been procured, in which all those included in the subjoined list will be entered, as well as all such as may hereafter be filed in this office. It is probable there may be other parcels of property in use besides those specified in these leases. It is believed that these two "Registers," which will, at all times, be open for public inspection, will prove very convenient and useful for reference.

The annual rent payable by the Corporation, according to this list, is \$27,408 12. In addition to this, a considerable sum is every year paid for the temporary use of rooms for various public offices.

There appear to be only three leases of property executed under the order of the Board of Supervisors—a list of these is also subjoined.

Respectfully submitted,

ROBT. T. HAWS, *Comptroller.*

## REGISTER OF OFFICIAL BONDS FILED IN THE COMPTROLLER'S OFFICE.

NO.	WHEN FILED.	DATE OF BOND.	OFFICER.	TITLE.	PENALTY.	SURETIES.	APPROVED BY
1	Jan. 5, 1852.	Jan. 5, 1852.	George W. Isaacs . . .	Clerk of Fulton Market.....	\$1,000	Edward A. Conklin..	Comptroller.
2	Jan. 6, " "	Jan. 3, " "	William A. Douglas..	Superintendent of Lamps and Gas..	2,000	John Slane .....	Not approv'd
3	Jan. 7, " "	Jan. 7, " "	Samuel Long .....	Clerk of Clinton Market .....	1,000	Sheldon Burwell.....	Comptroller.
4	Jan. 7, " "	Jan. 7, " "	Frederick Watkins..	Clerk of Centre Market .....	1,000	George M. Munson..	do.
5	Jan. 7, " "	Jan. 7, " "	Thomas Cooke.....	Clerk of Franklin Market.....	1,000	William B. Drake...	do.
6	Jan. 7, " "	Jan. 7, " "	James W. Hartell ...	Clerk of Tompkins Market.....	1,000	Frederick Johnson...	do.
7	Jan. 7, " "	Jan. 7, " "	James Reed.....	Deputy Clerk of Washington Market	1,000	William Kennedy....	do.
8	Jan. 7, " "	Jan. 5, " "	William B. Rockwell	Clerk, Second District Police Court.	1,000	Stephen Hills, Jr. . .	do.
9	Jan. 8, " "	Jan. 5, " "	Robert H. Johnston .	Clerk of Police Court.....	2,000	Garret H. Striker, Jr	do.
10	Jan. 8, " "	Jan. 8, " "	Benjamin A. Guyre..	Clerk of Washington Market.....	1,000	Elias T. Penta.....	do.
11	Jan. 9, " "	Jan. 8, " "	Hyatt Lyons .....	Clerk of Union Market.....	1,000	Thomas Rellly .....	do.
12	Jan. 9, " "	Jan. 8, " "	Charles Burdett.....	Mayor's Clerk.....	1,000	James Irving.....	do.
13	Jan. 10, " "	Jan. 8, " "	Samuel S. Conklin...	Clerk of Catharine Market.....	1,000	Thomas Sart.....	do.
14	Jan. 13, " "	Jan. 8, " "	D. T. Valentine.....	Clerk of Common Council.....	5,000	Cornelius Anderson..	do.
15	Jan. 13, " "	Jan. 12, " "	Adner Taylor.....	First Marshal .....	5,000	Thomas E. Cooper...	do.
16	Jan. 15, " "	Jan. 7, " "	Allen Thomas.....	Clerk of Essex Market.....	1,000	John Pearsall.....	do.
17	Jan. 20, " "	Jan. 20, " "	James M. Murray...	Clerk of Police Court.....	1,000	William H. Wright..	do.
						Robert N. Eldridge..	do.
						Charles Fletcher ....	do.
						Gilbert Hatfield .....	do.
						James D. Oliver.....	do.
						Edward A. Conklin..	do.
						James Lowry .....	do.
						Daniel Valentine ....	do.
						Thomas P. Wilson...}	do.
						Philetas H. Holt.....	do.
						Thomas H. Brown.....	do.
						J. W. Allen.....	do.



NO.	WHEN FILED.	DATE OF BOND.	OFFICER.	TITLE.	PENALTY	SURETIES.	APPROVED BY
46	Jan. 7, 1853.	Jan. 7, 1853.	John Lelor.....	Clerk of Police Court.....	1,000	William Lelor.....	Not approv'd
47	Jan. 11, "	Jan. 11, "	Samuel Allen .....	Deputy Collector of Assessments....	\$10,000	Peter Astor.....	Comptroller.
48	Jan. 11, "	Jan. 11, "	Robert McGary.....	Deputy Collector of Assessments....	10,000	James C. Willet.....	do.
49	Jan. 11, "	Jan. 11, "	Henry Arcularius, Jr.	Commissioner Streets and Lamps...	10,000	John Fitzpatrick.....	do.
50	Jan. 17, "	Jan. 11, "	Wm. B. Rockwell....	Clerk of Police Court.....	1,000	Charles LeVelin.....	Mayor.
51	Jan. 18, "	Jan. 17, "	David T. Valentine..	Clerk of Common Council.....	5,000	Elijah F. Purdy.....	Comptroller.
52	Jan. 20, "	Jan. 11, "	Robert McKinnen...	Deputy Collector of Assessments....	10,000	James Irving.....	do.
53	Jan. 20, "	Jan. 8, "	Joseph Murphy .....	Superintendent Lands and Places...	2,000	Thomas E. Cooper....	do.
54	Jan. 20, "	Jan. 25, "	James M. Murray....	Clerk of Police Court.....	1,000	Daniel Valentine....	do.
55	Jan. 28, "	Jan. 24, "	William S. Lavison...	Clerk of Police Court.....	2,000	Thomas P. Wilson....	do.
56	Jan. 29, "	Jan. 27, "	James Nesbit.....	Clerk of Police Court.....	2,000	James Murphy.....	do.
57	Jan. 29, "	Jan. 27, "	Robert H. Johnston..	Clerk of Police Court.....	2,000	Dennis Hennessy....	do.
58	Jan. 31, "	Jan. 25, "	Thomas Boese .....	Clerk Court Common Pleas .....	1,000	1,000 J. W. Allen.....	do.
59	Jan. 31, "	Jan. 17, "	James Nack .....	First Searcher in Co. Clerk's office...	5,000	George Morritt.....	do.
60	Jan. 31, "	Jan. 18, "	William Sinclair ....	Equity Clerk, Supreme Court .....	3,000	George F. Nesbit....	do.
61	Jan. 31, "	Jan. 21, "	John Hickson.....	Book-keeper, County Clerk's office..	1,000	John Pearsall.....	do.
62	Jan. 31, "	Jan. 22, "	Albert G. Wallace ..	Recording Clerk, Co. Clerk's office...	1,000	John Kelly.....	do.
63	Jan. 31, 1853.	Jan. 21, 1853.	Edward McConnell..	First Asst Searcher, Co. Clerk's off.	1,000	John H. Chambers... Richard Bullwinkle..	do.
64	Jan. 31, 1853.	Jan. 24, 1853.	James Megary .....	Recording Clerk, Co. Clerk's office...	1,000	W. A. Seeley.....	do.
						Edward Ewen.....	do.
						John Simpson.....	do.
						John Kelly.....	do.
						John Foote.....	do.
						George Schoff.....	do.
						Robert H. Lamont...	do.
						Martin L. Bryant....	do.
						E. L. Donnelly.....	do.
						William A. Turnure..	do.
						Robert Martin .....	do.





NO.	WHEN FILED.	DATE OF BOND.	OFFICER.	TITLE.	PENALTY	SURETIES.	APPROVED BY
85	Mar. 31, 1854.	Mar. 29, 1854.	W. H. Stephens.....	First Marshal.....		Warren Leland.....	Mayor.
86	Apr. 6, "	Apr. 6, "	Henry J. Allen.....	Superintendent Lamps and Gas.....	5,000	Albert Degroot.....	Comptroller.
87	Apr. 28, "	Apr. 28, "	William Goodheart..	Superintendent of Markets.....	2,000	William M. Tweed..	do.
88	May 9, "	Apr. 28, "	John Nugent.....	Clerk of Catharine Market.....	2,000	Richard B. Connolly.	Comptroller.
89	May 9, "	Apr. 23, "	Joseph Petty.....	Clerk of Franklin Market.....	1,000	Thomas Starr.....	Mayor and
90	May 9, "	Apr. 23, "	Anthony J. McCarty.	Clerk of Washington Market.....	1,000	William Carland....	Comptroller.
91	May 9, "	Apr. 23, "	Francis G. Leonard..	Deputy Clerk, Washington Market.	2,000	Andrew Baldwin ...	Mayor and
92	June 8, "	June 8, "	Erasmus W. Glover ..	Superintendent of Streets.....	1,000	S. Lichtenstein .....	Comptroller.
93	June 8, "	June 8, "	Moses Fargo.....	Clerk of Union Market.....	1,000	Joseph Forguth.....	Mayor and
94	June 29, "	June 29, "	Peter Pettit.....	Clerk of Union Market.....	2,000	Thomas Kerr.....	Comptroller.
95	Aug. 8, "	Aug. 8, "	John G. Baum.....	Deputy Clerk Washington Market..	1,000	Gabriel Van Cott.....	Comptroller.
96	Aug. 16, "	Aug. 16, "	C. M. Creiger.....	Clerk of Centro Market.....	1,000	Samuel Gillis.....	Not approv'd
97	Oct. 1, "	Sep. 30, "	Augustus Purdy.....	Clerk of Arrears.....	20,000	Edwin Bouton.....	do.
98	Dec. 15, "	Dec. 15, "	Alfred Vredenburgh..	First Clerk, Tax Receiver.....	10,000	James G. Willet.....	Mayor.
99	Dec. 19, "	Dec. 18, "	John P. Hone.....	Deputy Tax Receiver.....	10,000	James S. Libby.....	do.
100	Jan. 3, 1855.	Jan. 3, 1855.	Thos. H. Wainwright	Inspector of Weighs and Measures..	2,000	James Leary.....	Not approv'd
101	Jan. 4, "	Jan. 1, "	Joseph E. Ehling....	Commissioner of Streets and Lamps.	10,000	Eljah F. Purdy.....	do.
102	Jan. 4, "	Jan. 4, "	James McLeod.....	Clerk of Police Court.....	2,000	Jonathan Purdy.....	do.
103	Jan. 4, "	Jan. 1, "	Wilson Small.....	Clerk of Police Court.....	2,500	Frederick Steilsee....	Comptroller.
104	Jan. 6, "	Jan. 6, "	Alfred Chanceller....	Clerk of Police Court.....	2,000	W. Brockner.....	do.
						Robert S. Hone.....	do.
						Jonathan W. Allen....	Not approv'd
						William Downs, Jr....	Comptroller.
						Henry B. Venn.....	Comptroller.
						Mervin R. Brewer....	Not approv'd
						Dennis McCarthy....	do.
						Terrance McGuire....	do.
						Elijah F. Purdy.....	do.
						Henry B. Venn.....	do.

105	Jan. 15, "	Jan. 13, "	Ralph Tremblay.....	Inspector of Weights and Measures..	2,000	Henry B. Venn .....	Not approv'd
106	Apr. 14, "	Apr. 14, "	David T. Valentine..	Clerk, Common Council.....	5,000	John C. Giles .....	Comptroller.
107	Apr. 14, "	Jan. 6, "	Mathias Gooderson..	Superintendent of Markets.....	2,000	Thomas P. Wilson...	do.
108	Apr. 14, "	Jan. 12, "	J. D. Forsbny.....	Clerk of Clinton Market.....	1,000	John S. Austin.....	do.
109	Apr. 14, "	Jan. 13, "	George W. Kimmins..	Clerk of Catharine Market.....	1,000	A. B. Jacobs.....	do.
110	Apr. 14, "	Jan. 16, "	James S. Egbert....	Clerk of Centre Market.....	1,000	Thomas Laurens .....	do.
111	Apr. 14, "	Mar. 9, "	John Styles.....	Clerk of Franklin Market.....	1,000	Samel P. Ayres.....	do.
112	Apr. 14, "	Jan. 18, "	Lucius F. Hinkox...	Clerk of Gouverneur Market.....	1,000	John P. Flander....	do.
113	Apr. 14, "	Jan. 12, "	Henry S. La Rue....	Clerk of Tompkins Market.....	1,000	George A. Thompson..	do.
114	Apr. 14, "	Jan. 8, "	John G. Baum.....	Clerk of Washington Market.....	1,000	John P. Erickerhoff..	do.
115	Apr. 14, "	Jan. 16, "	A. H. Williams.....	Deputy Clerk of Washington Market	1,000	Augustus Purdy.....	do.
116	Apr. 14, "	Jan. 6, "	Alexander Ming....	Mayor's Clerk.....	1,000	James S. Libby.....	do.
117	Apr. 14, "	Jan. 6, "	Morgan L. Mott.....	Superintendent of Streets.....	1,000	W. C. Conner.....	do.
118	Apr. 14, "	Jan. 8, "	James Dewey.....	Superintendent of Lamps and Gas..	2,000	Fernando Wood.....	do.
119	June 8, "	Jan. 8, "	John Vanderpool....	Clerk of Police Court.....	2,000	Samuel P. Ayres.....	do.
120	June 15, "	June 15, "	W. H. Canniff.....	Clerk of Police Court.....	2,000	John Carland.....	do.
121	June 16, "	June 16, "	John Quackenbush..	Clerk of Police Court.....	2,000	John J. Silloo.....	do.
122	June 19, "	June 15, "	John L. Ambler.....	Clerk of District Court.....	5,000	J. E. Cooley .....	Not approv'd
123	Aug. 14, "	Aug. 14, "	Robert T. Kelly.....	Chamberlain.....	25,000	I. D. Oliver .....	do.
124	Oct. 15, "	Oct. 15, "	James M. Byrne.....	Clerk of Police Court.....	5,000	Robert T. Haws .....	do.
125	Jan. 3, 1856.	Jan. 3, 1856.	N. S. Selah.....	Commissioner, Repairs and Supplies.	10,000	George Merritt.....	do.
126	Jan. 7, "	Jan. 7, "	George W. Morton....	City Inspector.....	10,000	Charles B. White...}	do.
127	Jan. 7, "	Jan. 7, "	Joseph S. Taylor....	Street Commissioner.....	10,000	H. Puttersen .....	do.
						W. Chamberlain.....	Comptroller.
						Samuel Garlson.....	Not approv'd
						William A. Dooley...}	do.
						R. B. Connolly .....	Mayor.
						A. W. Swift.....	do.
						John E. Devlin.....	do.
						David L. Young.....	do.
						Chas. G. Waterbury..	do.
						J. W. Backer.....	do.
						Jacob F. Oakley ....}	do.

NO.	WHEN FILED.	DATE OF BOND.	OFFICER.	TITLE.	PENALTY	SURETIES.	APPROVED BY
128	Jan. 8, 1856.	Jan. 8, 1856.	Lorenzo B. Shepard.	Corporation Counsel .....	\$5,000	Edward Cooper .....	Mayor.
129	Jan. 12, "	Jan. 12, "	Joseph R. Taylor....	Collector of Assessments .....	50,000	Abraham S. Hewitt. Thomas C. Taylor .. George G. Taylor... Frank R. Lee.....	Comptroller.
130	Jan. 15, "	Jan. 15, "	W. H. Hibbard.....	Superintendent of Lands and Places	2,000	Jesse A. Marshall....	do.
131	Jan. 16, "	Jan. 16, "	H. N. Sherwood ....	Deputy Collector of Assessments....	20,000	James B. Taylor .... John H. White.....	do.
132	Jan. 23, "	Jan. 28, "	C. T. McClennahan...	Clerk of Board of Councilmen.....	\$1,000	D. T. Valentine .....	do.
133	Jan. 25, "	Jan. 28, "	J. A. Towle .....	Deputy Clerk Board Councilmen....	1,000	Samuel Hopper .....	do.
134	Jan. 30, "	Jan. 30, "	Walter Oakley .....	Deputy Collector of Assessments....	20,000	James Van Nostrand } Marshall O. Roberts. }	do.
135	Jan. 23, "	Jan. 23, "	George H. Purser....	Corporation Attorney.....	2,000	Augustus Purdy .....	do.
136	Feb. 5, "	Feb. 5, "	H. C. Woolly .....	Superintendent of Pavements .....	2,000	Charles L. Woolly....	do.
137	Feb. 5, "	Jan. 7, "	Alexander Ward .....	Superintendent of Roads .....	2,000	John Hanck .....	do.
138	Feb. 5, "	Feb. 5, "	Rufus E. Crane .....	Superintendent of Wharves.....	5,000	John Ridley .....	do.
139	Feb. 9, "	Jan. 14, "	D. T. Valentine .....	Clerk of Common Council.....	5,000	Daniel Valentine .....	do.
140	Feb. 9, "	Jan. 8, "	Joseph B. Young .....	Deputy Clerk Common Council....	2,000	Thomas P. Wilson... }	do.
141	Feb. 9, "	Jan. 15, "	Ira A. Libby .....	Deputy Collector of Assessments....	20,000	Joseph Britton .....	do.
142	Feb. 26, "	Feb. 9, "	Charles Turner.....	Deputy Street Commissioner .....	5,000	James S. Libby .....	do.
143	Feb. 26, "	Feb. 26, "	Edward M. Skidmore.	Clerk Police Court .....	2,000	John Turner.....	do.
144	Apr. 24, "	Apr. 23, "	James Irving.....	Superdt. Repairs & Pub. Buildings..	2,000	Charles Fox .....	do.
145	May 1, "	Jan. 19, "	James Irving.....	Superdt. Repairs & Pub. Buildings..	2,000	Richard B. Connolly ..	Not approv'd
146	May 1, "	May 1, "	J. S. Monell.....	Deputy City Inspector .....	2,000	W. Goodheart .....	Comptroller.
147	May 6, "	May 6, "	W. Goodheart.....	Superintendent of Roads.....	2,000	A. W. White .....	do.
148	May —, "	May —, "	H. H. Howard .....	Tax Receiver.....	25,000	Wm. Van Name .....	Chamberlain
149	May 24, "	May 24, "	A. V. Stout .....	Chamberlain .....	100,000	Friederick Johnson... }	Chamberlain
150	Sep. 26, "	Sep. 1, "	Wilson Small .....	First Clerk to Tax Receiver.....	10,000	Charles Devlin..... }	Comptroller.
						Benj. F. Camp .....	do.
						Josiah Oakes .....	do.
						James Pearson..... }	do.
						H. Vandewater .....	do.

151	Oct. 7,	"	Richard Busted.....	Corporation Counsel.....	5,000	Wilson G. Hunt.....	Mayor.
152	Jan. 6, 1857.	"	J. H. Chambers.....	Deputy Clerk Common Council.....	1,000	John W. Hoyt.....	Comptroller.
153	Jan. 6,	"	D. T. Valentine.....	Clerk of Common Council.....	5,000	Daniel Valentine.....	do.
154	Jan. 9,	"	Charles A. May.....	Public Administrator.....	10,000	Peter Carr.....	Mayor.
155	Jan. 16,	"	George Goodheart.....	Asst. Dep. Clerk Washington market	1,000	William Goodheart.....	Comptroller.
156	Feb. 9,	"	Richard Busted.....	Corporation Counsel.....	5,000	Noah Worrell.....	Mayor.
157	Feb. 7,	"	John Lyness.....	Superintendent of Lamps & Gas.....	2,000	Edward Lyness.....	Comptroller.
158	Apr. 8,	"	Wilson Small.....	Receiver of Taxes.....	25,000	Thomas Pearson.....	Chamberlain
159	Apr. 8,	"	J. P. Hone.....	Deputy Receiver of Taxes.....	10,000	Charles Devlin.....	do.
160	Apr. 10,	"	C. P. Schermerhorn..	First Clerk to Receiver of Taxes.....	10,000	Robert S. Hone.....	Not approv'd
161	May 29,	"	L. S. Oshorn.....	Clerk of Jefferson market.....	1,000	E. Jennings, Jr.....	do.
162	Aug. 21,	"	Geo. W. Hinchman.....	Second Marshal.....	2,000	George Starr.....	do.
163	Aug. 22,	"	Wm. Goodheart.....	Superintendent of Roads.....	2,000	E. M. Hadden.....	do.
164	Sep. 1,	"	W. V. Porter.....	First Clerk to Receiver of Taxes ..	10,000	John E. Devlin.....	do.
165	Dec. 17,	"	Thomas C. Fields.....	Public Administrator.....	10,000	Mortimer Porter.....	do.
166	Dec. 23,	"	F. W. Leon.....	Clerk First District Court.....	2,500	James S. Sanford.....	Comptroller.
167	Dec. 24,	"	C. M. Vandervoort..	Clerk of Police Court.....	1,000	William Smith.....	Not approv'd
168	Dec. 28,	"	Edward Timson.....	Clerk of Police Court.....	1,000	Charles A. Sesor.....	do.
169	Dec. 31,	"	George W. Kihlet.....	Clerk of Police Court.....	1,000	George H. Rhodes ..	Mayor.
170	Dec. 30,	"	R. H. Johnston.....	Clerk of Police Court.....	1,000	Joseph Wangler.....	Not approv'd
171	Dec. 30,	"	W. B. Rockwell.....	Clerk of Police Court.....	1,000	Nathaniel Nesbit.....	do.
172	Dec. 31,	"	Wm. E. Haskins.....	Clerk of Police Court.....	1,000	Edward F. Underhill ..	do.
173	Dec. 31,	"	Wm. E. Westerfield..	Clerk of Police Court.....	1,000	B. P. Fairchild.....	Mayor.
174	Dec. 31,	"	W. J. A. McGrath.....	Clerk of Police Court.....	1,000	C. G. Ware-bury.....	Not approv'd
175	Dec. 31,	"	P. McVay.....	Clerk of Police Court.....	1,000	Henry P. Sao.....	do.
						Thomas E. Cooper ..	do.
						Samuel Jones.....	Mayor.
						John Waite.....	do.
						P. G. Maloney.....	do.
						John Laughlin .....	do.
						Michael Burke .....	do.

NO.	WHEN FILED.	DATE OF BOND.	OFFICER.	TITLE.	PENALTY	SURTIES.	APPROVED BY
176	Dec. 31, 1857.	Dec. 28, 1857.	E. M. Skidmore.....	Clerk of Police Court.....	\$1,000	Charles Fox.....	Not approv'd
177	Dec. 29, "	Dec. 29, "	M. N. Jones.....	Clerk of Police Court.....	1,000	A. S. Jones.....	do.
178	Jan. 2, 1858.	Jan. 2, 1858.	Isaac Knylor.....	Clerk of Police Court.....	1,000	Daniel Linn.....	Mayor.
179	Jan. 2, "	Jan. 2, "	Edwin Benton.....	Clerk of Police Court.....	1,000	Samuel H. Fearsall.....	Mayor.
180	Jan. 2, "	Jan. 2, "	Peter J. Flerty.....	Clerk of Police Court.....	1,000	Edward Shrock.....	do.
181	Jan. 5, "	Jan. 5, "	Thomas C. Fields.....	Public Administrator.....	10,000	William Smith.....	Comptroller.
182	Jan. "	Jan. "	J. E. Auld.....	Mayor's Clerk.....	1,000	Charles A. Sacer.....	do.
183	Jan. 5, "	Jan. 5, "	Joseph A. Ross.....	Clerk to Collector City Revenue.....	5,000	C. H. Sandford.....	Not approv'd
184	Jan. 5, "	Jan. 5, "	John Lalor.....	Clerk of Police Court.....	1,000	D. H. McAlpin.....	do.
185	Jan. 8, "	Jan. 8, "	M. C. Fordham.....	Clerk of Fulton Market.....	2,000	William Lalor.....	do.
186	Jan. 14, "	Jan. 14, "	David T. Valentine.....	Clerk of Common Council.....	5,000	Charles H. Marshall.....	Mayor.
187	Jan. 19, "	Jan. 19, "	Dennis McCabe.....	Sealer of Weights and Measures.....	2,000	Daniel Valentine.....	Not approv'd
188	Feb. 26, "	Feb. 26, "	W. H. Stephens.....	First Marshal.....	5,000	Thomas P. Wilson.....	do.
189	Jan. 21, "	Jan. 21, "	Joseph Canning.....	Superintendent of Markets.....	2,000	John Curland.....	do.
190	Mar. 6, "	Mar. 6, "	John P. Flendar.....	Water Ferryor.....	2,000	Albert DeGroot.....	do.
191	Mar. 6, "	Mar. 6, "	George H. Purser.....	Corporation Attorney.....	2,000	Samuel Bradhurst.....	do.
192	Mar. 6, "	Mar. 6, "	James S. Egbert.....	Clerk of Centre Market.....	2,000	Walter S. Finekney.....	Comptroller.
193	Mar. 8, "	Mar. 8, "	Peter Pettit.....	Deputy Clerk, Union Market.....	1,000	Samuel P. Ayres.....	do.
194	Mar. 8, "	Mar. 8, "	George Goodheart.....	Clerk of Washington Market.....	1,000	William J. Peck.....	Not approv'd
195	Mar. 8, "	Mar. 8, "	Matthew D. Green.....	Clerk of Washington Market.....	1,000	Frederick Johnson.....	do.
196	Mar. 8, "	Mar. 8, "	Allen Thomas.....	Clerk of Essex Market.....	1,000	James C. Willet.....	do.
197	Mar. 8, "	Mar. 8, "	L. F. Hickox.....	Clerk of Governor Market.....	1,000	Alfred Smith.....	do.
198	Mar. 9, "	Mar. 9, "	R. C. Hanes.....	Register of Croton Water Rents.....	15,000	Samuel C. Most.....	Comptroller.
199	Mar. 9, "	Mar. 8, "	William Fardon.....	Deputy Reg'r of Croton Water Rents.....	10,000	George H. Purser.....	do.
						Thomas H. Brown.....	do.
						J. P. Brinkerhoff.....	do.
						James Marsh.....	do.
						James Kelly.....	Comptroller.
						Frederick Johnson.....	do.
						Joseph S. Monell.....	do.

200	Mar. 9,	"	R. C. Downing.....	Superintendent Sanitary Inspection.	3,000	Thomas K. Downing.	do.
201	Mar. 9,	"	Joseph S. Monell.....	Register of Records .....	2,000	C. G. Waterbury ....	do.
202	Mar. 9,	"	Richard Busted .....	Corporation Counsel.....	5,000	Jedediah Miller .....	do.
203	Mar. 9,	"	Wilson Small.....	Receiver of Taxes.....	25,000	William Fullerton....	do.
						Noah Worrell .....	
						Charles Devlin .....	Chamberlain
204	Mar. 15,	"	A. V. Stout .....	Chamberlain.....	200,000	Thomas Pearson.....	Comptroller.
205	Mar. 13,	"	George W. Morton....	City Inspector.....	5,000	Grandall Rice.....	do.
206	Mar. 10,	"	R. D. Marshall .....	Clerk of Franklin Market.....	1,000	Joshua Oakes.....	Not approv'd
207	Mar. 16,	"	John D. Forsyth .....	Clerk of Clinton Market .....	1,000	A. W. White .....	do.
208	Mar. 17,	"	James Taylor.....	Keeper of the City Hall .....	3,000	C. G. Waterbury .....	do.
209	Mar. 23,	"	Henry Webb .....	Clerk of Tompkins Market.....	1,000	Thomas Laurence .....	do.
210	Apr. 20,	"	Edward Cooper.....	Street Commissioner.....	10,000	William Hindhaugh ..	do.
						Arthur Woods.....	do.
						A. M. C. Smith.....	Mayor.
211	Apr. 20,	"	G. W. Smith .....	Deputy Street Commissioner .....	5,000	John Hewitt, Jr. ....	Comptroller.
212	Apr. 22,	"	Edward Cooper.....	Street Commissioner.....	10,000	Orison Blunt.....	Mayor.
213	Apr. 23,	"	William B. Rockwell ..	Police Justices Clerk.....	1,000	Robert J. Dillon ....	Comptroller.
214	May 1,	"	H. M. Schieffelin.....	Collector of Assessments.....	25,000	Abraham S. Hewitt..	do.
215	May 1,	"	Daniel E. Delavaux....	Deputy Collector of Assessments .....	25,000	Thomas E. Cooper.....	do.
216	May 1,	"	John Nesbitt.....	Superintendent of Roads.....	2,000	David Wagstaff.....	do.
217	May 1,	"	Thomas Byrnes.....	Superintendent of Lands and Places.	2,000	James L. Schieffelin..	do.
218	May 1,	"	Jacob A. Westervelt....	Superintendent of Wharves.....	5,000	Isaac Bell, Jr. ....	do.
219	May 1,	"	Robert H. Johnston....	Clerk Court Special Sessions .....	1,000	Richard B. Connolly..	do.
220	May 1,	"	Peter L. Fiery.....	Deputy Clerk Court Special Sessions .....	1,000	William G. Chave....	do.
221	May 1,	"	William Dodge .....	Police Justices' Clerk.....	1,000	John Foster.....	do.
222	May 1,	"	M. N. Jones .....	Police Justices' Clerk .....	1,000	Nicholas Diamond....	do.
223	May 1,	"	Thomas W. Murray.....	Police Justices' Clerk .....	1,000	Stephen G. Bogart ....	do.
						Henry P. Seo .....	do.
						Edward Sherlock.....	do.
						Thomas Lawrence.....	do.
						George E. Sherwood....	do.
						C. W. Busted .....	do.





246	July 17,	"	Apr. 30,	"	Wm. James Stewart.	Commissioner Harlem Bridge.....	10,000	Charles Caron .....	do.
247	Sep. 25,	"	Sep. 28,	"	Mathew Tuomey....	Clerk of Centre market .....	1,000	Henry T. Moore .....	Comptroller.
248	Oct. 1,	"	Oct. 1,	"	George W. Roome...	Keeper City Hall and Park .....	3,000	Wm. Lalor .....	do.
249	Nov 12,	"	Nov. 8,	"	John P. Hone.....	Deputy Receiver of Taxes .....	10,000	Spencer Kirby .....	Chamberlain
250	Nov. 12,	"	Nov. 12,	"	G. W. Smith.....	Street Commissioner.....	10,000	Robert S. Hone.....	Not approv'd
251	Nov. 13,	"	Nov. 13,	"	Mansfield Lovell ....	Deputy Street Commissioner .....	5,000	Jonathan W. Allen...	do.
252	Nov. 16,	"	Nov. 16,	"	Edward Ewen.....	Superintendent Street Improvements	2,000	W. D. Kennedy .....	do.
253	Nov. 16,	"	Nov. 16,	"	Jonathan Purdy.....	Superintendent Repairs & Supplies..	2,000	Andrew J. Parker...	do.
254	Nov. 16,	"	Nov. 16,	"	Bernard Kelly.....	Superintendent of Wharves.....	5,000	Daniel Ewen.....	do.
255	Nov. 27,	"	Nov. 27,	"	Robert A. Haggerty.	Deputy Collector of City Revenue...	2,500	Augustus Purdy .....	do.
								Amos F. Hatfield....	do.
								N. B. Rollins.....	Comptroller.
								M. L. Marsh.....	

## REAL ESTATE OCCUPIED BY THE MAYOR ALDERMEN AND COMMONALTY OF THE CITY OF NEW YORK, APRIL 6, 1859.

NO.	LESSOR.	LOCATION.	OCCUPIED BY.	DATE OF LEASE.	ANNUAL RENT.	LEASE EXPIRES.
1	P. & N. Golet	Rose street	Fire Department	Feb. 22, 1840	\$250 00	May 1, 1860.
2	John N. Lecount	Henry street	do	Apr. 1, "	150 00	May 1, 1861.
3	P. & N. Golet	Mercer street	do	Apr. 2, "	300 00	May 1, "
4	Robert Alnall	Temple street	do	May 1, "	450 00	May 1, "
5	A. C. & D. C. Kingsland	27th street, 9th and 10th aves.	do	Apr. 30, 1844.	70 00	May 1, 1859.
6	J. M. Moore and others	61 Ann street	do	Feb. 16, 1850.	1250 00	May 1, 1871.
7	St. James Church and Joe Lee	50 Trinity place.	Police Department	May 1, "	250 00	May 1, 1864.
8	Thomas O. Buckmaster	253 Spring street	Fire Department	Oct. 20, 1850 & May 1, 1855	150 00	May 1, 1866.
9	A. Blackledge	269 Hester street	do	Jan. 21, 1851.	200 00	Feb. 1, 1861.
10	W. W. Todd	52 Greene street	do	Feb. 28, "	300 00	May 1, 1861.
11	W. Madden	Mott street	do	June 7, "	150 00	May 1, 1860.
12	M. Van Hoven	Temple street	do	Aug. 20, "	50 00	May 1, 1861.
13	A. C. Kingsland	Mercer street	do	Jan. 1, 1852.	500 00	May 1, 1862.
14	S. Cambrelling, Executor	79 Willett street	do	Jan. 28, "	75 00	May 1, 1867.
15	Benjamin J. Hart	4 Murray street	do	Feb. 28, "	700 00	May 1, 1859.
16	Daniel Demarest and others	153 Franklin street	do	Mar. 20, "	380 00	May 1, 1872.
17	N. Y. & Harlem Railroad Co.	4th avenue and 27th street	do	Mar. 1, 1853.	207 12	Jan. 16, "
18	J. A. Volson & Wright & Briggs	Turtle Bay, E. R.	Offal Depot	Apr. 19, "	1000 00	May 1, 1861.
19	Daniel Cribson	Margm street	Fire Department	Dec. 22, "	300 00	May 1, 1865.
20	Wm. T. Pinckney	Grand street, corner of Clincon.	Fifth District Court	July 10, 1855.	550 00	May 1, 1861.
21	Roman Catholic Orphan Asylum	12 Elm street	Fire Department	Sep. 28, "	400 00	May 1, 1866.
22	J. T. Henry	92 R end street	do	Dec. 19, "	700 00	May 1, 1871.
23	S. P. Townsend	52 Nassau street	First District Court	Apr. 29, 1856.	1400 00	May 1, 1859.

24	George Ondyko .....	79 Warren street.....	Police Department ..	May 1, "	1000 00	May 1, 1861.
25	James Pettit, agent .....	Lawrence street.....	Fire Department ..	Sep. 10, "	200 00	Option of lessee.
26	A. J. Quimby & A. G. Crasto ..	134 East 26th street .....	do .....	Nov. 1, "	200 00	May 1, 1870.
27	Broadway Bank .....	Broadway, corner of Park place.	Corporation Counsel.	Feb. 1, 1857-	1500 00	May 1, 1860.
28	C. E. Simmons and J. E. Cudlip ..	380 West 43d street.....	Fire Department ..	Mar. 3, "	96 00	Mar. 3, "
29	W. L. Barker .....	Broadway, corner 22d street.....	Sixth District Court.	Apr. 28, "	1850 00	Apr. 28, 1862.
30	John M. Read .....	11th street, avenues B and C.	Fire Department .....	May 18, "	Exchange	May 1, 1867.
31	W. H. Tone .....	Broadway, corner 131st street....	Police Department ..	Dec. 1, "	450 00	May 1, 1860.
32	J. Pelton & Co. ....	5th avenue, corner 21st street ..	Fire Department ..	Dec. 23, "	800 00	Sep. 1, 1862.
33	Shoe and Leather Bank .....	Broadway, corner Chamber st.	Public Administrator	March	1200 00	May 1, 1859.
34	W. F. & M. E. Coles .....	1 State street .....	Police Department ..	Apr. 30, 1858.	1000 00	May 1, "
35	John H. Riker .....	28 Ann street .....	Fire Department ....	May 1, "	900 00	May 1, 1863.
36	T. G. Voorhies .....	106 Reade street.....	do .....	May 1, "	700 00	May 1, 1859.
37	E. B. Wesley & Co. ....	89 Park Row .....	Street Department...	Sep. 8, "	5500 00	May 1, 1860.
38	O. W. Brennan .....	514 Pearl street .....	Second District Court.	Jan. 12, 1859.	1800 00	Jan. 1, 1864.
39	P. & R. Goellet .....	34 West 29th street.....	Police Department ..	Feb. 10, "	500 00	May 1, 1860.
40	William S. Ross .....	202 Centre street.....	Fire Department.....	Mar. 8, "	300 00	May 1, "
					\$27,408 12	

## REAL ESTATE UNDER LEASE TO THE BOARD OF SUPERVISORS OF THE COUNTY OF NEW YORK—APRIL 6, 1859.

NO.	LESSOR.	LOCATION.	OCCUPIED BY.	DATE OF LEASE.	ANNUAL RENT.	LEASE EXPIRES.
1	E. B. Wesley & Co.....	Park row..	Surrogate.....	Feb. 27, 1853.	\$4,000 00	May 1, 1859.
2	East River Savings Institute.....	3 Chambers street.....	Commissioners of Jurors.....	May 1, 1853.	1,000 00	May 1, 1859.
3	Baker & Godwin .....	3 Spruce street.....	Stationery.....	Feb. 9, 1859.	250 00	May 1, 1860.
					\$5,250 00	

DOCUMENT No. 19.

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BOARD OF ALDERMEN,

APRIL 25, 1859.

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The following communication from the Comptroller, giving a statement of the Balances of Appropriations unexpended Dec. 31, 1858, the causes of the confusion he found existing in the accounts of the Corporation, and the measures prescribed by him to remedy and prevent their recurrence, was received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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CITY OF NEW YORK—DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE,  
April 25, 1859.

*Gentlemen of the Common Council:*

The ordinance of February 17, 1859, making appropriations for the current year, provides among other things as follows, viz:

SEC. 4. "All unexpended balances of the appropriation remaining in the treasury on the 1st January, 1859, are hereby re-appropriated for the year 1859, for the sev-

eral purposes respectively, for which the original appropriations were made, reserving, however, to the credit of the several appropriations respectively, amounts sufficient for the settlement of unpaid accounts prior to 1st Jan'y, 1859, chargeable to the said appropriations."

This section, although a little ambiguous, is understood as appropriating for the year 1859, the balances of appropriations remaining unexpended on the 31st Dec'r, 1858, excepting that all unsettled liabilities incurred on account of these appropriations during the year, must first be paid. In this view of its meaning, I see no necessity for passing it; or in other words, of making a re-appropriation of money unexpended, to the object or objects for which it was first raised. The laws authorizing the Supervisors to impose the tax, are substantially the same in each year, and hold the following language:

§ 2. Chap. 305 Laws of 1858, for instance, "No portion of said respective sums shall be expended or applied to any other purposes or objects than said objects and purposes respectively, for which the Board of Supervisors are empowered to raise the same."

It will thus be seen that neither the Common Council nor the Comptroller have power to divert such money from the purposes to which it was appropriated. Being once appropriated, it is always appropriated, and cannot lapse, as in the case of the United States Treasury, into a general unappropriated fund. It has been suggested, and the opinion prevails to some extent, that appropriations expire with the year in which they are made; but the undersigned is unable to discover any legal or logical grounds for such an opinion. Indeed, its fallacy will

readily appear, by reflecting that appropriations cannot expire except by exhaustion, and that the date of making an appropriation is no element in its availability. This date (which in conformity with section 84 of the ordinance to reorganize the Department of Finance, approved Dec. 31, 1857, must be noted on warrants drawn on the Chamberlain) neither adds to, nor detracts from, the vitality of the appropriation. Its effect belongs to the province of the accountant, and it is quite probable that the custom of using in every case in a given year, the date of the ordinance making the annual appropriations, had its origin in the mere convenience of it, and might perhaps have been best adapted to the system of accounts heretofore in use.

It cannot, however, be considered a correct statement of fact to affix upon a warrant drawn against the appropriation for "Docks and Piers," the date of Feb'y 17, 1859, as the date of the legal inception of this appropriation, when it is known to every officer of the Corporation that all the money in the treasury on this account was appropriated and raised in the year 1858. So, too, it is not a correct statement of fact to note the date of any ordinance of the Common Council or the Board of Supervisors as the authority for issuing warrants drawn on account of the State Mill Tax, or the State School Tax, or on account of any other tax, imposed by operation of general laws upon the county of New York, independent of the consent of its local authorities. Neither is it proper to note upon warrants drawn on county account, the date of an ordinance of the Common Council making appropriations on city accounts.

There is a manifest distinction, both as matter of fact and of law between city and county affairs—between what pertains to the city as a municipality, vested with certain powers of legislation to further its interests and protect its rights as a municipality, and what pertains to it as a county, recognized and treated as such in its political relations to the State. For it, as a county, the Board of Supervisors take charge of its financial affairs; for it, as a city, the Common Council—the Comptroller being the fiscal officer of both. Money once rightfully deposited in the county treasury, is independent of, and beyond the control of the Common Council; and so, when money is deposited in the city treasury, it is beyond the reach of the Board of Supervisors. Why, then, note on a warrant drawn for county purposes, and against a fund levied and raised wholly independent of the Common Council, the date of any ordinance of that Body? The custom of doing this is not, in the view of this Department, a compliance with the ordinance before mentioned; and as it will not harmonize with the system of accounts now adopted, it will no longer be observed. In case of appropriations for general objects, there is, however, no objection to bringing down any unexpended balance at the close of the year, and adding it to the amount of any appropriation in the subsequent year for the same object; but in case of appropriations for specific purposes, the account will be kept open even through a series of years, and until its exhaustion, without awaiting the formality of a re-appropriation. In regard to general appropriations, warrants drawn against them will have noted thereon the date of the ordinance making the last annual appropriation; and should there be any unexpended balance at the date of a



subsequent ordinance, such balance will be brought down to the new account, and warrants thereafter drawn will have the date noted of the latter ordinance.

It is intended that accounts shall be opened in such manner, and with such reference to the appropriations, that the records of this Department will exhibit at a glance their exact condition at any moment.

Soon after entering upon the discharge of the duties of his office, the Comptroller estimated, from the best data he could obtain, that the amount of appropriations, in years previous, which remained unexpended, at the commencement of the present year, was \$1,121,415 90. (See Document No. 3 of Board of Councilmen, page 4.) Upon a careful revision of said estimate, the amount has been reduced to \$1,037,939 47, the detailed items of which are herewith transmitted. Accounts have been opened in the new "GENERAL LEDGER," under heads corresponding with the several titles of the appropriations, mentioned in said detailed statement, except that for reconstruction of County Jail, which is transferred to the county books, and the balances unexpended December 31, 1858, have been placed to the credit of such accounts respectively.

The Board of Supervisors having requested that separate accounts might be kept of all matters under their particular cognizance, and having provided proper facilities for such purpose, a new set of books has been procured, in which all county accounts, or matters in charge, and subject to the exclusive direction and control of the Board of Supervisors, will hereafter appear. The appropriations made for county purposes, and levied in 1858, with the exception of \$25,000, for reconstruction of the

County Jail, having all been expended, the proceeds of the taxes remaining uncollected, at the beginning of the year, less said item of \$25,000 will belong exclusively to the Corporation of the city, and be transferred from the county treasury, as realized, or as may be found convenient. The quarterly report of accounts, audited and settled, during the quarter ending March 31, 1859, has been prepared by the Auditor of Accounts, and will be transmitted to your Honorable Body, as soon as the same can be revised.

The laws and ordinances contemplate, that the Common Council will perform the duty devolved upon them, of making the annual appropriations in due season; but the ordinance for this purpose, for the present year, was not passed until the 17th of February.

A strict construction of the law, would have prevented the making of any payments, until after that date. Upon consultation, however, with his Honor the Mayor, the Comptroller, (deeming it to be his duty) did not hesitate to draw his warrant for the sum of \$240,461 81, the amount of Revenue Bonds of 1858, and interest thereon, due January 15; for \$108,368 89, the amount of interest on the city stocks, payable on February 1st; for \$1,600,900 Central Park Assessment Fund Stock, which became due February 5th; also for \$101,356 08, amount of Revenue Bonds of 1858, and interest on same, due February 15th. In thus taking the responsibility which was rendered indispensable for the preservation of the honor and good faith of the Corporation, the Comptroller relies with confidence upon the approval of the Common Council.

It is very desirable that the appropriations should be

made at an earlier date, and in future, this department will endeavor to furnish the required estimates therefor, in due season.

Respecting the class of public works executed under direction of the Corporation, and comprised under the general denomination of Trust Accounts, it would seem, that no special appropriations of money are required; but that the order to do a given work, and the confirmation of a contract therefor, is a sufficient authority for action by executive departments. Among the reasons which lead to this conclusion, is the fact, that neither the charter nor the ordinances contain any provision which, in terms, makes an appropriation necessary.

This subject is mentioned only in the 22d and 31st sections of the charter of 1857. The 22d section provides, that "no warrant shall be paid on account of any appropriations, after the amount authorized to be raised by tax, for that specific purpose, shall have been expended;" and section 31, declares, that "annual and occasional appropriations shall be made for every branch and object of *city expenditure*." Neither of these extracts, therefore, have reference to the Trust Accounts; section 22 referring only to appropriations of money raised *by tax*, and section 31 to appropriations for "*city expenditure*." The Corporation cannot be said to expend moneys which it merely borrows in its character of trustee, for the purpose of making advances, although it may, as it often does, render itself responsible without means of reimbursing itself. In such cases, specific appropriations, to be levied by tax, are necessary to meet the emergency. The provisions of the charter, just referred to, are all that have bearing upon

this point, except that section 32 continues in force, any ordinances of the Common Council not inconsistent with it. These, however, contain the same general wording, as the clauses above cited, and are substantially the same as have been in force since the year 1839. Unless appropriations of specific amounts were necessary to authorize the execution of, and payments for, such works, previous to April 16, 1852, they are not now necessary, for there has been no change in the law on this subject. At this date an innovation was made upon former customs, by law, authorizing the making of advances to contractors, where the amount of the contract exceeded ten thousand dollars. The date of the ordinance under which this is now done is December 30, 1854. Previous to this no advances were made, but the whole process was peculiarly a trust matter, the contractor not only being compelled to complete his job, but to wait the confirmation of the assessment therefor, and to receive his money so fast, only, as it might be collected from parties assessed. Under the modified system of making the seventy per cent. advances, the drawing of a warrant became necessary; and as the ordinances, (which previously, as now) direct, that "no money can be drawn from the city treasury, unless the same shall have been previously appropriated to the purpose for which it is drawn," it seems to have been supposed, that these advances were such drafts on the treasury, and such expenditures, as to require previous appropriations therefor. This is manifestly an error.

In the first place, the Corporation makes no expenditure on city account for opening and improving streets, &c., except in the payment, like an individual, of assessments

upon its real estate; and for this it makes provision of a fund raised by tax, styled "Real Estate Expenses." And in the second place, the money advanced is not the funds of the Corporation, and the Corporation cannot therefore be said to expend it. It is the proceeds of Assessment Bonds issued by the Comptroller, for the redemption of which is pledged the collections of assessments imposed. The proceeds of these bonds do not go into the city treasury, nor form a part of city means, but as the ordinance and laws under which the same are raised direct, shall constitute an "Assessment Fund." It is from this that advances are made, and hence these advances are precisely what they are called, mere advances from moneys borrowed for that especial purpose, and to be repaid by collections of assessments upon property benefited. Besides, even under the formality of appropriations on trust accounts, no money is raised, the the statement of a specific sum in gross for "Streets Opening," "Streets Paving," or "Streets Grading," being the merest fiction, as it is never in the treasury.

Any allusion therefore on requisitions upon the Comptroller, or on warrants drawn on the Chamberlain, to such an appropriation, can only tend to confusion. It is by far the more appropriate to indicate in such requisitions and warrants, the order of the Common Council, and the contract under which it is executed. Such order is all that is requisite to give inception to improvements to be paid for by assessment. In this respect the Common Council is supreme. In cases of street openings, the warrants drawn should contain a reference to the date of confirmation.

The whole subject in all its bearings has been treated

by legislation as a mere fiduciary matter, in which the Corporation has no further interest than to protect itself against ultimate loss in the responsibilities it may assume. But the diversified character of the works, renders it difficult, if not impossible, to prescribe any formula for their regulation, which shall be sufficiently comprehensive to meet the requirements of every case, and for this reason doubtless the large discretionary powers which had to be placed somewhere, were vested in this department.

The confusion existing in all the general accounts of the Corporation, is attributable to the fact, that a proper distinction; has not been made between money raised by tax to be expended for the support of the city government, and the sums borrowed upon the credit of the Corporation, to be advanced in the character of loans upon trust account.

Had such distinction been observed, the large deficiency which is known to exist in the amount of means that can be realized from uncollected assessments, to meet the obligations incurred for works done and now in progress, would have been much less, and the burden which must sooner or later fall upon tax payers, would have been less severe than it inevitably will be. It is to remedy this state of things, as far as is now possible, and to prevent a recurrence of them in future, that the Comptroller after availing himself of the best means of information, and the fullest consideration of the importance of the subject, has adopted the following course:

1. All accounts in anywise pertaining to the receipt or disbursement of moneys raised by tax, including loans

upon Revenue Bonds, will be kept entirely distinct from the accounts pertaining to moneys borrowed and disbursed upon Trust Account.

2. The moneys received for loans and those collected from assessments, when deposited with the Chamberlain, will be credited in the books of his bureau, as follows:

(a) The amounts received from assessments confirmed by the Supreme Court for opening streets, avenues, public squares, parks, &c., will be carried to the credit of an account to be entitled "Assessment Fund."

(b) The sums received from assessments for street and other improvements authorized by the Common Council, will be credited to an account to be distinguished by the title of "Street Improvement Fund."

(c) The amounts received for interest collected on assessments, either for "Streets Opening" or "Improvements," will be credited to an account entitled "Interest on Assessments." The interest accruing upon advances made to contractors, and retained from the amounts of work done on settlement of the final estimates therefor, will also be placed to the credit of said account. In case of any deficiency in the amount of interest on assessments to pay the interest chargeable to said account, the amount raised by tax, or received from other sources to supply such deficiency, will be deposited and passed to the credit of said account.

(d) The moneys borrowed upon Assessment Bonds, will be credited to an account entitled "Assessment Bonds."

3. All disbursements upon either of the foregoing accounts, will be by warrants printed in red ink, and

numbered consecutively, drawn in favor of the person to whom the money is due, and in addition to being signed in the usual way, will show the following particulars:

(a) The title of the account to which it is to be charged, *i. e.*, whether "Assessment Fund," "Street Improvement Fund," "Interest on Assessments," or "Assessment Bonds."

(b) In cases of the payment of expenses and awards for lands taken or damages in opening streets, &c., the particular street, avenue or place, and the date of confirmation by the Supreme Court, will be stated. If for payment of work done, the resolution of the Common Council authorizing the same, will be noted, as well as the registered number of the contract, in this office.

(c) To avoid the necessity of drawing separate warrants in cases where interest may by virtue of judicial proceedings or otherwise, be allowed to parties in the final adjustment of their claims, the Chamberlain will periodically, or upon request of the Comptroller, transfer by proper journal, entries from the account of "Assessment Fund," or "Street Improvement Fund," any items of interest included in the amount of warrants drawn, payable from either of said funds, and charged to said accounts.

(d) The Chamberlain will not make any payments, nor will any entry in the books kept by him, or under his direction, be made to the debit of either of said Trust Accounts, without a warrant signed and countersigned as before stated, nor unless such warrant shall contain all the particulars above specified, except that transfers may



be made from one of said accounts to another, upon the authority of the Comptroller.

Annexed hereto are copies of letters recently addressed to the Chamberlain, indicating the general form prescribed for keeping the accounts of his bureau; and I am happy to report, that he has, with characteristic promptness, expressed his readiness to carry out the instructions thus given to him.

I also annex copy of a letter some time since addressed to the Collector of Assessments, to which, I regret to say, no reply has been received; and this Department, although the request has been repeatedly made, is yet without the detailed account of items due upon assessment lists in hands of the Collector of Assessments on 1st January last.

The peculations and wrong-doing practiced to so large an extent in this bureau by former officers, renders it of the first importance, in the judgment of the Comptroller, that the form prescribed by him for keeping the accounts and conducting that branch of the fiscal affairs of the Corporation shall at once be carried into full practical effect.

The custom of depositing public funds either in a bank or with individuals, to the credit of a collector or deputy collectors, in their individual names, subject to their individual drafts, and retaining the same for one or two weeks, is regarded as entirely wrong. Nor is it any justification for this wrong, that the collectors give bonds, or that the existing ordinances do not render more frequent deposits necessary. Daily returns are not prohibited;

and as the moneys, when collected, do not belong to the collectors, there is no principle of morals or finance which would justify their retention for a single day. It is confidently believed that no intelligent business man, in the management of his individual concerns, would permit such laxity. Daily returns from all officers in the collection or receipt of money have now been prescribed; and in the view of this department, this regulation should be complied with. The subject is, however, submitted with due deference to the Common Council for their consideration, as to the necessity of any further legislation in order to accomplish the object in view.

As soon as the system of accounts which has been introduced, is carried into full practical operation in all the departments, the same will be set forth and fully explained in a communication to your Honorable Bodies.

Respectfully submitted.

ROBERT T. HAWS, *Comptroller.*

*BALANCES of appropriations for the year 1858 and previous years, remaining unexpended December 31, 1858:*

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Arrearages of 1857.....	\$52,308 22
Aqueduct, repairs and improvements.....	295 63
Belgian Pavement.....	84,129 25
County Jail, reconstruction.....	25,000 00
Contingencies Mayor's Office.....	432 62
County Contingencies.....	36 96
City Inspector's Department.....	4 57
Coroner's fees.....	3,826 39
Cleaning streets by contract.....	194 65
Charges on arrears of Taxes.....	4,760 00
Charges on arrears of Assessments.....	2,950 25
Common Schools for State.....	7,724 69
Conover, D. D. and clerks.....	699 79
Docks and Piers.....	175,147 93
Donations .....	9 66
Election expenses.....	13,736 74
Errors and delinquencies.....	2,154 00
Eighth avenue, grading.....	39,800 00
Eleventh avenue, working as a country road	19,997 50
Fire Department.....	2 68
Fire Telegraph.....	1,775 83
Fourth avenue Parks.....	30,000 00
Fifteenth Ward Station-house.....	12,000 00
Interest on Revenue Bonds .....	22,404 01
Interest on Central Park Debt.....	112,490 31
Iron Pavements, balance appropriation for 1857 .....	78,000 00
Lamps and Gas.....	36,380 43
Carried forward.....	<hr/> \$726,262 11

Brought forward.....	\$726,262 11
Lands and Places.....	5,098 08
Markets.....	220 27
Printing.....	23 01
Public Buildings, construction and repairs.	10,256 19
Public Education Stock, annual interest and installments on the principal, 1856.....	12,357 36
Do. do.....1857.....	12,357 36
Do. do.....1858.....	12,357 36
Rents.....	319 27
Real Estate.....	10,300 00
Russ Pavement improvement.....	26,000 00
Russ Pavement.....	49,979 38
Removing obstructions in streets and harbor	5,558 50
Second avenue, macadamizing above Sixty- first street.....	49,819 57
Stationery.....	21 65
Supplies to public offices.....	235 84
Sewers, repairing and cleaning.....	10,581 65
Sunken vessels, removing.....	5,000 00
Street expenses and paving.....	4,143 28
Steam Fire Engine.....	12,000 00
Tompkins Square rail.....	43,058 23
Twenty-first Ward Station-house.....	10,000 00
Twenty-second " ".....	12,000 00
Tenth avenue, working as a country road..	16,728 95
Water Pipes and laying.....	3,261 41
Total.....	<u><u>\$1,037,939 47</u></u>

[Copy.]

CITY OF NEW YORK—DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE,

April 13, 1859.

A. V. STOUT, Esq., *Chamberlain*,

DEAR SIR:—The 22d section of the charter provides that "The Chamberlain shall keep books showing the amounts paid on account of the several appropriations; and no warrants shall be paid on account of any appropriations after the amount authorized to be raised by tax for that specific purpose shall have been expended."

The 31st section provides that "Annual and occasional appropriations shall be made by proper ordinances of the Common Council, for every branch and object of city expenditure; and no money shall be drawn from the city treasury, except the same shall have been previously appropriated to the purpose for which it is drawn."

The 84th section of the ordinance to re-organize the Department of Finance, approved December 31, 1857, provides that all warrants drawn upon the treasury, shall show or contain "a distinct reference to the appropriation under which the same are drawn," and that the Chamberlain shall in no case "pay any warrant drawn on him without having a sufficient sum to the credit of such appropriation as the warrant designates."

In view of the above provisions the following seems to be quite clear:—

1. That the Chamberlain is required to keep books

showing at all times the amount of all appropriations made which are raised by tax, and the amounts paid on account of such appropriations.

2. That no money shall be paid from the treasury, except the same shall have been previously appropriated to the purpose for which it is drawn.

3. That the warrants drawn by the Comptroller shall contain a distinct reference to the appropriation under which the same are drawn.

4. That the Chamberlain is never to pay any warrants drawn on him, without having a sufficient sum to the credit of the appropriation or account designated and referred to upon the warrant.

Having understood from you that no particular form for keeping the accounts of your bureau had ever been designated by this department, and deeming it both proper and necessary that in a business of such magnitude there should be a regular set of books kept, and that the same should contain a full record and account of all transactions occurring, the following plan or system of accounts has been prepared by my direction, and is now prescribed for your government.

The proper books to be kept in your bureau are a *cash book*, *journal*, *ledger*, and in addition to these such additional and auxiliary books as may be found convenient.

The *cash book* should show the daily receipts and disbursements of all moneys of the Corporation, whether on treasury account, trust account, Commissioners of the Sinking Fund, or otherwise.

The moneys received on treasury account should be credited to the "Mayor, Aldermen and Commonalty of the city of New York," and all disbursements thereof charged to the proper appropriations.

The *journal* should contain accounts of all appropriations of money made by the Common Council, based upon or raised by tax. The first entry therein should be a debit to the "Mayor, Aldermen and Commonalty of the city of New York," and a corresponding credit to "Tax Levy of year 1858," of the aggregate amount of the appropriations for that and previous years which remained unexpended at the close of the last fiscal year, a statement of which is herein enclosed. "Tax Levy of 1858" should then be debited, and the particular appropriation distinguished by corresponding titles of accounts, should be credited with the several sums unexpended on account of such appropriation respectively.

As disbursements are made, the particular appropriations or objects of expenditure specified in the margin of the warrants drawn for the same, will be debited and "cash" credited.

The "Mayor, Aldermen and Commonalty of the city of New York" should be credited with all cash received on treasury account, as before stated, and "cash" debited therewith; the entries of same should show the names of persons from whom, and the account upon which it is received.

The enclosed diagram will serve to exhibit the proposed plan or system of accounts in a manner which will be readily understood.

In another letter the proper form for, and manner of keeping the "Trust Accounts" of the Corporation in your bureau, will be prescribed, with such explanations as, it is hoped, will render the same intelligible.

Respectfully yours,

ROBERT T. HAWS, *Comptroller.*



## DIAGRAM

Exhibiting an outline view of the plan or system  
of accounts required to be kept in the

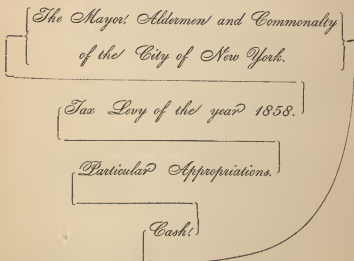
BUREAU OF DEPOSIT AND DISBURSEMENT,

AS PRESCRIBED BY

THE COMPTROLLER.

*Dr.*

*Cr.*



[Copy.]

CITY OF NEW YORK—DEPARTMENT OF FINANCE,  
COMPTROLLER'S OFFICE,  
April 25th, 1859.

A. V. STOUT, Esq., *Chamberlain*,

DEAR SIR:—Referring to my letter under date of the 13th instant I now enclose copy of my communication to the Common Council, of this date, pointing out the proper form for keeping the Trust Accounts, and transacting the business of the Corporation, connected therewith, in the Bureau of Deposit and Disbursement.

I take this opportunity to say that the books of your bureau should contain all the accounts pertaining to the receipt or disbursement of moneys on account of the Corporation, or any department or branch of the city government.

Your accounts as pay master should be kept in said books.

The books kept by the County Treasurer should, in like manner, contain all accounts of moneys received or disbursed by him, as such officer.

As soon as the same can be ascertained, you will be furnished with a statement from this office, showing what portion, if any, of the moneys in your hands on 1st January last belonged to the Trust Funds, and how much to the Corporation Treasury.

Respectfully yours,

(Signed)

ROBERT T. HAWS,  
*Comptroller.*

(COPY.)

CITY OF NEW YORK—DEPARTMENT OF FINANCE,

COMPTROLLER'S OFFICE,

March 24, 1859.

DANIEL E. DELAVAN, Esq.,

*Collector of Assessments:*

SIR—I have received your several favors of the 7th, 14th, 21st and 28th Feb'y, March 7th and 21st, each covering weekly returns, as stated.

I learn that it has not been the practice heretofore to make any distinction between the moneys collected on assessments for opening streets, avenues, public squares, &c., and the sums collected on assessments for improvements.

Regarding it to be proper and necessary that such distinction should be made to enable the Comptroller the more readily at all times to know the condition of the "Assessment Fund," from which the debts and expenses incurred for, or on account of the opening of such streets, avenues, &c., including damages and awards for lands taken, are payable, I have to request that the 3d section of the ordinance, "To provide for the payment of awards for opening streets," &c., (passed August 8, 1840,) may hereafter be complied with, both in respect to the assessment list now in your hands, and those which may hereafter be sent to you for collection.

I have heretofore requested (through the Street Commissioner) that a regular set of books may be kept by you, or in your bureau, to consist of a cash book, journal and ledger, in addition to the books containing accounts of all the items embraced in the assessment lists.

My letter to the Street Commissioner, under date of the 24th January, pointed out the general form or system prescribed for keeping accounts of that branch of the fiscal affairs of the Corporation in the immediate charge of the Collector of Assessments subject to the inspection and supervision of the officers of this Department.

I now beg to inquire whether the necessary books as above stated have been procured, and if the accounts pertaining to your bureau have been opened therein according to the form prescribed.

You are no doubt aware that I have heretofore repeatedly called upon the Street Commissioner for a detailed statement of all the items due upon the assessment lists in your hands Dec'r 31, 1858. Such statement is indispensable to the proper opening of the accounts of this Department, and not having received the same or information that the preparation thereof has even been commenced, I now respectfully renew my request directly to yourself, to be furnished such account with as little delay as possible.

Respectfully yours,

ROBERT T. HAWS, *Comptroller*.

DOCUMENT No. 20.

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BOARD OF ALDERMEN,

MAY 5, 1859.

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The following Acts, passed by the Legislature of the State, relative to the city of New York, were received, laid on the table, and ordered to be printed.

D. T. VALENTINE, *Clerk.*

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AN ACT

IN RELATION TO THEATRES IN THE CITY OF NEW YORK.

Passed March eighteenth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. It shall not be lawful for any owner, lessee, manager, agent, or officer of any theatre in the city of New York to admit to any theatrical exhibition held in the evening, any minor under the age of fourteen years, unless such minor is accompanied by, and is in the care of some adult person.

§ 2. Any person violating the above provision shall be guilty of a misdemeanor, and shall be liable to a fine, not

less than twenty-five dollars, nor more than one hundred dollars, or imprisonment for a term not less than ten, nor more than ninety days for each offence.

§ 3. All moneys recovered under the provisions of this act for fines, shall be paid over to the treasurer of the Society for the Reformation of Juvenile Delinquents, in the city of New York, for the benefit of such society.

## AN ACT

TO LEGALIZE CERTAIN ACTION OF THE COMMON COUNCIL OF  
THE CITY AND COUNTY OF NEW YORK.

Passed April fifth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows;*

§ 1. That the resolution passed July thirtieth, eighteen hundred and fifty-eight, by the Common Council of the city and county of New York, in the following words, viz:

*"Resolved, That the Mayor, Aldermen and Commonalty of the city of New York lease to the institution known as the Orphans' Home, for a term of twenty years, that plot of ground belonging to the city bounded by Forty-eighth and Forty-ninth streets, Lexington and Fourth avenues, at a yearly rent of one dollar, provided said land is used only for the 'Orphans' Home,' and providing the lease is confirmed by the legislature of the state,"* is hereby declared to be lawful and of binding force.

§ 2. This act shall take effect immediately.

AN ACT

TO PROVIDE FOR VACANCIES THAT MAY OCCUR IN THE OFFICE  
OF JUSTICE OF THE SUPERIOR COURT, OR IN THAT OF  
JUDGE OF THE COURT OF COMMON PLEAS, IN THE CITY OF  
NEW YORK.

Passed April eighth, Eighteen hundred and fifty-nine, three-fifths being present.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows:*

§ 1. Whenever a vacancy shall occur in the office of any justice of the Superior Court of the city of New York, or of any judge of the Court of Common Pleas of the city of New York, at any time before his term of office shall have expired (by death, resignation, removal or otherwise), the Governor shall appoint a suitable person to fill the vacancy, who shall hold the office until the commencement of the political year next succeeding the first annual election after the happening of the vacancy. And if the term of office do not expire at the commencement of such political year, the residue of the term thereafter shall be filled by election, as not provided by law.

§ 2. This act shall take effect immediately.



## AN ACT

TO AMEND AN ACT ENTITLED "AN ACT TO PROVIDE AGAINST UNSAFE BUILDINGS IN THE CITY OF NEW YORK," PASSED APRIL FOURTEENTH, EIGHTEEN HUNDRED AND FIFTY-SIX.

Passed April ninth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. Section eleven of the act entitled "An act to provide against unsafe buildings in the city of New York," passed April fourteenth, eighteen hundred and fifty-six, is hereby amended, by adding after the word "iron," first mentioned in said section, and between that word and the word "and," which immediately follows it, the words "or such other equally fire-proof materials as a majority of those insurance companies of the city of New York which are incorporated under the laws of this state will insure at the same rate of insurance as other articles in said section mentioned."

§ 2. Section twelve of said act is hereby amended, by adding at the end thereof the words "or such other equally fire-proof roofing, as a majority of the insurance companies of the city of New York, which are incorporated under the laws of this state, will insure at the same rate of insurance as other articles in said section mentioned."

§ 3. Section sixteen of said act is hereby amended, by adding at the end thereof the words "or such other

materials equally fire-proof, as a majority of the insurance companies of the city of New York, incorporated under the laws of this state, will insure at the same rate of insurance as other articles in said section mentioned."

§ 4. Section seventeen of said act is hereby amended, by adding after the word "iron," in said section, and between that word and the word "and" which immediately follows it, the words "or such other equally fire-proof roofing as a majority of the insurance companies of said city, which are incorporated under the laws of this state, will insure at the same rate of insurance as other articles in said section mentioned."

§ 5. This act shall take effect immediately.

## AN ACT

TO AMEND THE SEVERAL ACTS RELATING TO ASSESSMENTS IN THE CITY OF NEW YORK, FOR THE OPENING, WIDENING, ALTERING OR AMENDING THE STREETS, AVENUES AND PUBLIC PLACES IN SAID CITY.

Passed April thirteenth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

SEC. 1. It shall not be lawful for Commissioners of Estimate and Assessment to alter or amend any report or supplemental or amended report, after the same shall have been deposited for inspection, as now required by law, by increasing the amount of any assessment for benefit, or diminishing any award for damage, unless the person or persons, party or parties affected by such increase or diminution, shall have had notice thereof, and an opportunity of being heard before said Commissioners before their report shall be presented to the Court for confirmation.

§ 2. This act shall take effect immediately.

## AN ACT

TO AMEND AN ACT ENTITLED "AN ACT FOR THE REGULATION AND GOVERNMENT OF THE CENTRAL PARK IN THE CITY OF NEW YORK," PASSED APRIL SEVENTEENTH, EIGHTEEN HUNDRED AND FIFTY-SEVEN, AND FURTHER TO PROVIDE FOR THE MAINTENANCE AND GOVERNMENT OF SAID PARK.

Passed April eighteenth, Eighteen hundred and fifty-nine, three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

SEC. 1. Section two of an Act entitled "An Act for the regulation and government of the Central Park in the city of New York," passed April seventeenth, eighteen hundred and fifty-seven, is hereby amended so as to read as follows:

§ 2. The said Park shall be under the exclusive control and management of a Board of Commissioners, to consist of not less than seven nor more than eleven persons, who shall be named and styled "The Commissioners of the Central Park." A majority of the said Commissioners in office for the time being, shall constitute a quorum for the transaction of business, and no action of the Board shall be final or binding unless it shall have received the approval of a majority of the said Board then in office, whose names shall be recorded in its minutes.

SEC. 2. Section three of said act is hereby amended so as to read as follows:

§ 3. The Commissioners of the Central Park now in office, and such persons as shall be appointed to fill the existing vacancy in said Board, are hereby continued and constitute the said Board of Commissioners; they shall hold their office as such Commissioners for five years from the passage of the act hereby amended. No member of said Board shall receive any compensation for his services except the President or Treasurer, but each Commissioner shall, nevertheless, be entitled to receive for his personal expenses in visiting and superintending the said Park, a sum not exceeding three hundred dollars per annum. In case of a vacancy the same may be filled by the remaining members of the Board for the residue of the term then vacant; and all vacancies occasioned by expirations of terms of office, shall be filled by the Mayor, by and with the advice and consent of the Board of Aldermen of the city of New York.

SEC. 3. Section five of said act is hereby amended so as to read as follows:

§ 5. It shall be a misdemeanor for any Commissioner to be directly or indirectly in any way pecuniarily interested in any contract or work of any kind whatever connected with said Park; and it shall be the duty of any Commissioner or other person who may have any knowledge or information of the violation of this provision, forthwith to report the same to the Mayor of the city of New York, who shall present the facts of the case to any two Judges of the Supreme Court of the first judicial district; such judges shall hear in a summary manner such Commissioner in regard thereto, and any evidence he may offer; and if, after such hearing, they shall be satisfied of the

truth thereof, and shall so certify to the Mayor, he shall immediately remove the Commissioner thus offending. Every Commissioner shall, before entering upon the duties of his office, take and subscribe the oath prescribed by the Constitution of the State, which oath, when subscribed, shall be filed in the office of the clerk of the city and county of New York.

SEC. 4. Section nine of said act hereby amended, is amended so as to read as follows:

§ 9. No plan for the laying out, regulation and government of said Park shall be adopted or undertaken by the Commissioners, of which the entire expense, when funded, shall require for the payment of the annual interest thereon a greater sum than one hundred and twenty-five thousand dollars per annum.

SEC. 5. Section eleven of said act hereby amended, is amended so as to read as follows:

§ 11. For the payment of the interest on the said stock or fund, the Board of Supervisors of the city and county of New York shall order and cause to be raised by tax on the estates, real and personal, subject to taxation according to law within said city and county, and to be collected in addition to the ordinary taxes yearly and every year, until the whole amount of such fund or stock be paid, a sum of money sufficient to pay the interest annually accruing on said stock or fund, not exceeding the aforesaid limitation of one hundred and twenty-five thousand dollars per annum.

§ 6. The moneys mentioned in the twelfth section of

the said act hereby amended, may be drawn from the bank in which they may be deposited, by warrants signed by a majority of said Commissioners in office, and all receipts and vouchers shall be filed in the office of said Board.

§ 7. None of the said Commissioners, nor any person, whether in the employ of said Commissioners or otherwise, shall have the power to create any debt, obligation, claim or liability for or on account of said Board, or the moneys or property under its control, except with the express authority of said Board, conferred at a meeting thereof duly convened and held.

§ 8. Such portions of the act hereby amended as are inconsistent with the provisions of this act, are hereby repealed.

§ 9. The office of either of said Commissioners who shall not attend the meetings of the Board for three successive months, after having been duly notified of said meetings, without reasons satisfactory to said Board, or without leave of absence from said Board, may by said Board be declared vacant.

§ 10. Real and personal property may be granted, devised, bequeathed or conveyed to the Mayor, Aldermen or Commonalty of the city of New York, for the purposes of the improvement or ornamentation of the Central Park in said city, or for the establishment or maintenance, within the limits of said Central Park, of museums, zoological or other gardens, collections of natural history, observatories or works of art, upon such trusts and conditions as may be prescribed by the grantors or donors thereof, and agreed to by the said Mayor, Aldermen and

Commonalty; and all property so devised, granted, bequeathed or conveyed, and the rents, issues, profits and income thereof shall be subject to the exclusive management, direction and control of the said Board of Commissioners of the Central Park.

§ 11. This act shall take effect immediately.



## AN ACT

TO AMEND THE ACT ENTITLED "AN ACT TO PREVENT THE  
ISSUE OF FALSE RECEIPTS, AND TO PUNISH FRAUDULENT  
TRANSFERS OF PROPERTY BY WAREHOUSEMEN, WHARFIN-  
GERS AND OTHERS," PASSED APRIL SEVENTEENTH, EIGHTEEN  
HUNDRED AND FIFTY-EIGHT.

Passed April fifteenth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows:*

§ 1. The sixth section of the act entitled "An act to prevent the issue of false receipts, and to punish fraudulent transfers of property by warehousemen, wharfingers and others," is hereby amended, by adding at the end of said section the following words: "All the sections of the act hereby amended shall apply to and be applicable to bills of lading and to all persons or corporations that shall, or may issue bills of lading, of any kind or description, the same as if the words "forwarder and bills of lading" were mentioned in each and every section of said act."

## AN ACT

TO AMEND CHAPTER TWO HUNDRED NINETY-ONE OF THE LAWS OF EIGHTEEN HUNDRED AND FIFTY-EIGHT, ENTITLED "AN ACT TO PROVIDE FOR THE REMOVAL OF OBSTRUCTIONS FROM HARLEM RIVER, AND FOR A FREE BRIDGE OVER THE SAME."

Passed April fifteenth, Eighteen hundred and fifty-nine; three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. The time for the completion of the free bridge over the Harlem river at Macomb's dam, is hereby extended to two years from the passage of this act.

§ 2. It shall be lawful for the counties of Westchester and New York to issue bonds to an amount not exceeding ten thousand dollars, in each county, in addition to the amount heretofore authorized, which bonds shall be received by the Commissioners, under the provisions of said act, and shall be applied to the purchase of the land and the building of said bridge; and the Comptroller of the city of New York shall issue to said Commissioners, upon their requisition, and the treasurer of the county of Westchester shall also issue to said Commissioners, upon their requisition, bonds for the amount aforesaid, or for so much thereof as shall be required by said Commissioners for the purposes of said act.

§ 3. The provisions of the seventh section of said act shall apply to the bonds hereby authorized, and to the

payment and redemption of the principal and interest thereof, and to the assessment and collection of taxes therefor, in the manner specified in said section, and the said Commissioners shall, upon receiving such bonds give the security provided in the ninth section of said act.

§ 4. This act shall take effect immediately.

## AN ACT

TO ALTER THE MAP OR PLAN OF THE CITY OF NEW YORK.

Passed April fifteenth, Eighteen hundred and fifty-nine; three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. All that part of the Seventh avenue, in the city of New York, lying between the southerly side of One hundred and tenth street and the Harlem river, shall be widened on the map or plan of the said city, by adding thereto, on each side thereof, twenty-five feet, so as to make the whole width of that part of the said avenue, one hundred and fifty feet.

§ 2. The said part of the said Seventh avenue, so to be widened, is hereby declared to be one of the streets or avenues of the city of New York, in like manner and with the like effect, as if the same had been so laid out by the Commissioners appointed in and by the act entitled "An act relative to improvements touching the laying out of streets and roads in the city of New York, and for other purposes," passed April third, eighteen hundred and seven. The said part of the said avenue shall be laid out and regulated under the supervision of the Commissioners of the Central Park; but no action shall be taken in relation to said widening until the owners of at least one-half of the front on the said part of the said avenue, shall petition the Common Council for such widening.

§ 3. This act shall take effect immediately.

## AN ACT

TO EXTEND THE CHARTER OF THE NEW YORK AND HARLEM RAILROAD COMPANY, AND TO DETERMINE THE MODE OF USING THE SAME IN THE STREETS OF NEW YORK.

Passed April sixteenth, Eighteen hundred and fifty-nine.

*The People of the state of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. The New York and Harlem Railroad Company are hereby authorized, pursuant to the ordinance of the Mayor, Aldermen and Commonalty of the city of New York, passed December twenty-seventh, eighteen hundred and fifty-eight, and approved December thirty-first, eighteen hundred and fifty-eight, to lay down a double track or railway, from their track in the Fourth avenue, at Forty-second street, up said street to Madison avenue, and up Madison avenue to Seventy-ninth street, for the use of their small cars only.

§ 2. The New York and Harlem Railroad Company is hereby authorized, empowered and permitted to use steam in the drawing of their passenger and freight cars, upon their railroad on the Fourth avenue, to and from the northern extremity of Manhattan or New York Island, to the south side of Forty-second street, in said city, with turnouts to their engine-houses, respectively, for a period of thirty years from the thirty-first day of December, eighteen hundred and fifty-eight.

§ 3. All the rights, privileges and franchises given and

granted to the New York and Harlem Railroad Company, in and by their act of incorporation, passed April twenty-fifth, eighteen hundred and thirty-one, and the several acts amending the same, subject to all the restrictions imposed by said several acts, except as herein modified, are hereby extended for the term of thirty years, from the passage of this act.

Nothing in this act shall be construed to prevent the legislature, at any future time, from rescinding, altering or amending this act, or the privileges hereby granted.

§ 4. This act shall take effect immediately.

## AN ACT

TO AMEND AN ACT ENTITLED "AN ACT CREATING A PUBLIC FUND OR STOCK IN THE CITY OF NEW YORK, TO BE CALLED THE CROTON WATER STOCK, AND IN RELATION TO THE SINKING FUND OF SAID CITY," PASSED MAY THIRTEENTH, EIGHTEEN HUNDRED AND FORTY-FIVE.

Passed April sixteenth, Eighteen hundred and fifty-nine; three-fifths being present.

*Whereas*, The revenues set apart by and mentioned in title two of an ordinance of the Mayor, Aldermen and Commonalty of the city of New York, entitled "An ordinance providing for the redemption of the city debt and the payment of the interest thereon," passed February twenty-second, eighteen hundred and forty-four, being the revenues pledged and appropriated to the payment of the interest upon the said city debt, have accumulated after the payment of all interest provided for in said ordinance, to be paid on said debt, and chargeable to said sinking fund, for the payment of the interest on said debt, so that on the first day of January, eighteen hundred and fifty-nine, they amounted to the aggregate sum of two millions five hundred and seventy-nine thousand five hundred and thirty-four dollars and twelve cents;

*And whereas*, There is no object to which said sum and the accumulations which may hereafter arise from said revenues can be applied, as no power exists by which the Commissioners of the Sinking Fund, mentioned in said ordinance, can invest said moneys permanently;

*And whereas,* It is desirable that said surplus and the accumulations which may hereafter arise from said revenues, after the payment of all interest on said debt, should be transferred to the sinking fund for the redemption of the city debt, provided for in said ordinance; therefore

*The People of the state of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. The Commissioners of the Sinking Fund of the city of New York, mentioned in the ordinance of the Mayor, Aldermen and Commonalty of said city, passed February twenty-second, eighteen hundred and forty-four, are hereby authorized and empowered to transfer the sum of two millions five hundred and seventy-nine thousand five hundred and thirty-four dollars and twelve cents (being the surplus on the first day of January, eighteen hundred and fifty-nine, over and above a sufficiency to pay the interest accrued to that date), from the sinking fund for the redemption of the city debt of the said city of New York, and to invest the same in the manner authorized by law and ordinance in relation to said last mentioned sinking fund.

§ 2. On the last day of December, in each and every year, the surplus then existing in the sinking fund for the payment of interest on the said city debt, after the payment of the interest which may have accrued during the year, chargeable to or payable out of the said fund, shall be transferred to the sinking fund for the redemption of the city debt of said city; and the Commissioners of the Sinking Fund of said city are hereby authorized and required to invest the surplus, so transferred, in the same



manner as now provided by law in respect to the revenues pledged to the sinking fund for the redemption of the debt of said city.

§ 3. This act shall take effect immediately.

AN ACT

PROVIDING FOR THE APPOINTMENT OF AN ADDITIONAL NUMBER OF NOTARIES PUBLIC IN THE CITY AND COUNTY OF NEW YORK.

Passed April nineteenth, Eighteen hundred and fifty-nine.

*The People of the state of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. The Governor is hereby authorized and empowered, and with the advice and consent of the Senate, to appoint in and for the city and county of New York, in addition to the number now prescribed by law, one hundred additional notaries public.

§ 2. This act shall take effect immediately.

## AN ACT

IN RELATION TO THE COURT OF SPECIAL SESSIONS IN THE  
CITY AND COUNTY OF NEW YORK, AND OF THE POWERS  
OF POLICE JUSTICES.

Passed April nineteenth, Eighteen hundred and fifty-nine; three-fifths being  
present.

*The People of the state of New York, represented in Senate  
and Assembly, do enact as follows:*

§ 1. In all cases of misdemeanors in the city and county of New York, where the accused, upon being arrested and brought before the committing magistrate shall elect to have his case heard and determined by the Court of Special Sessions in said city and county, agreeably to the provisions of section five of chapter three hundred and thirty-seven, laws of eighteen hundred and fifty-five, the affidavit of complaint shall be forthwith filed with the clerk of said court, to the end that said court may proceed to hear and determine the same according to law. If the accused be admitted to bail, after electing to be tried by the Court of Special Sessions, a recognizance shall be taken for the appearance of said accused at said Court of Special Sessions; which shall also be filed with the clerk of said court; and if the accused shall fail to appear, pursuant to the condition of said recognizance, the said court shall, by an order entered in their minutes, direct the same to be forfeited; and the clerk thereof shall return said recognizance, with a certified copy of the minutes of the court, forfeiting the same to the District Attorney of the city and county of New York; to the

end that said accused and sureties may be prosecuted thereon according to law.

§ 2. The Court of Special Sessions, in and for the city and county of New York, shall have power, by warrant tested in the name of any one of the justices authorized to hold said court, and signed by the clerk thereof, and entered in the minutes, to enforce its judgments and orders; to bring before said court all accused persons for trial or judgment, in all cases in which they have jurisdiction; to issue subpoenas for the attendance of witnesses, attachments for contempt, and other process necessary for the proper conduct of said court, the same to be tested in like manner and signed by said clerk; and subpoenas issued for the attendance of witnesses in said court shall be served by some proper person or persons under the direction of the clerk thereof.

§ 3. When any person shall have been committed as a witness in behalf of the People of this State, in any cause pending in the Court of Special Sessions of the city and county of New York, and it shall appear that such person is poor, the said court, in its discretion, may, by an order in its minutes, direct the County Treasurer to pay such witness such sum of money, not exceeding ten dollars, as shall seem reasonable to the court. The clerk of said court shall immediately make out and deliver a certified copy of such order to the person in whose favor the same is made, without exacting any fee for such service.

Upon the production of such certified copy to the County Treasurer, he shall pay to the person authorized to receive the same, the sum of money so directed to be

paid, which shall be allowed to said Treasurer in his accounts.

§ 4. Fines imposed by the Court of Special Sessions shall not be remitted without the concurrence of all the justices holding the court at the time the fine was imposed, unless the person fined has served in prison one day for each dollar of the fine.

§ 5. In all cases of arrest for intoxication or disorderly conduct in the city of New York, the Police Justices shall have power, in addition to holding the party to bail for good behavior, to impose a fine, not exceeding ten dollars, in each case, or to commit to the city prison not exceeding ten days; each day of imprisonment to be taken as a liquidation of one dollar of the fine. The Governors of the Alms-house shall not, in the cases where, by law, they are empowered to discharge vagrants from the institution under their control, hereafter discharge any of said vagrants from custody before the expiration of their terms of imprisonment, without the written consent of the committing magistrates in each case. All fines collected by wardens of prisons shall be paid by them to the clerks of the courts by whom said fines were imposed; and said clerks shall return the same monthly, under oath, to the County Treasurer, with the names of the persons paying the same, and the amount paid by each.

§ 6. All acts or parts of acts inconsistent herewith are hereby repealed.

§ 7. This act shall take effect immediately.

STATE OF NEW YORK, }  
Secretary's Office. }

I have compared the preced

ing with the original laws on file in this office, and do hereby certify that the same are correct transcripts therefrom and of the whole of said other laws.

[L. S.]      Given under my hand and seal of office, at  
the city of Albany, this twenty-seventh  
day of April, in the year one thousand  
eight hundred and fifty-nine.

GIDEON J. TUCKER,

*Secretary of State.*

## AN ACT

TO INCORPORATE THE KANE MONUMENT ASSOCIATION IN THE  
CITY OF NEW YORK.

Passed April fifth, Eighteen hundred and fifty-nine.

*The People of the state of New York, represented in Senate  
and Assembly, do enact as follows:*

SEC. 1. Robert L. D. Coin, Francis L. Hawks, Thomas S. Somers, Sidney Kopman, John H. White, Marshall Lefferts, John W. Francis, Thomas Hicks, Samuel C. Thompson and George P. Androus and their successors, are hereby created a body corporate by the name of "The Kane Monument Association," for the purpose of erecting in the city of New York, a monument in memory of Dr. Elisha Kent Kane, the Arctic explorer and navigator, with the right to receive, hold and enjoy, by grant, gift or devise, real and personal property for that purpose, and no other, with all incidental powers, privileges and liabilities, according to the laws now or hereafter affecting corporations in general; but nothing in this act shall authorize this association to collect or receive contributions in money, beyond the sum of twenty-five thousand dollars.

§ 2. The persons above named shall organize as a body or board to consist of a President, one or more vice Presidents, a Recording Secretary, a Corresponding Secretary, a Treasurer and five directors, in whom all property and powers of the Corporation shall be vested.

§ 3. All vacancies shall be filled by the Board. Three-

fifths of all of the members of a full Board shall constitute a quorum, the vote of a majority of whom, and the approval of the presiding officer, or of two-thirds without his approval, shall be necessary to give validity to its acts. But should any member or members fail to attend the regular meetings of the Board for a period of three months, a majority of the attending members may declare the place or places of such non-attending member or members vacant, and may proceed to fill the same. They shall have a stated place of meeting in the city of New York, and shall meet at least once on each second Tuesday in the months of January, May and September, of each year, until or unless all business before the Board shall be closed. They shall receive no compensation or reward for their services, except that the secretaries and treasurer may receive such reasonable compensation as the Board shall allow: but the sum disbursed for salaries and all other incidental expenses, shall not, at any time, exceed ten per centum of the amount of value of contributions or acquisitions actually realized by the association.

§ 4. The monument shall be built within four years from the passage of this act. All moneys belonging to the association, shall be deposited in one or more of the trust companies, savings or other banks of the city of New York, approved by the Board, to be withdrawn by such warrant or form as the Board shall direct. The treasurer shall give satisfactory security for the due performance of his trust. In case of failure to erect a monument, all contributions, except such portion not exceeding ten per centum thereof, as shall have been expended as aforesaid, shall, within one year after the close of all business before the



Board, and on or before the expiration of five years from the passage of this act, be returned to the contributors upon their request. All contributions not called for in such event, or any surplus [remaining over after the completion of such monument, if any, shall be duly transferred to such public library as the Board shall direct, to be by the officers thereof duly expended in the purchase of books of the Arctic or other explorations, or of military and naval art and science.

§ 5. The Board shall cause to be kept a journal or record of all their proceedings, and such books of account as shall be necessary to show the pecuniary transactions of the Board; which journal or record and books of accounts shall be open to all contributors. Within six months after their organization, the Board shall cause to be published in pamphlet form, not less than one hundred copies of this act, three to be kept by the Board, and one to be distributed to each member thereof, and the residue to the public libraries of the city of New York, and to contributors. They shall also, within one year after their organization, and at the end of every six months thereafter, until the close of their labors, cause to be published in two of the daily newspapers of the city of New York, a list of the Board and a brief account of their receipts and expenditures, the manner of such expenditures, and what progress has been made. They shall, also, at the end of each year, until the close of their labors, cause to be published in pamphlet form, a full and accurate printed report of their receipts, expenditures and proceedings of not less than one hundred copies, one of which shall be filed in the office of the Clerk of the city and county of

New York, one transmitted to the Mayor, and one to the District Attorney of the city and county of New York, and the residue to be distributed as hereinbefore provided, in respect of the pamphlet copies of this act.

§ 6. The Corporation shall be subject to the visitation of any of the courts of justice, which now are or hereafter may thereunto be empowered, for the purpose of preventing and redressing any mismanagement, waste or breach of trust. Any officer or agent who shall appropriate to his own use, any of the funds or property of the association, or who shall be guilty of gross and criminal negligence in respect thereof, shall, in addition to his individual liability therefor, be deemed guilty of a felony, and upon conviction thereof, may be punished therefor, by a fine or imprisonment, or both; the fine to be in double of the amount so converted, and to be paid to the association, and the imprisonment not to exceed three years in the State Prison.

§ 7. Any person who shall wilfully or maliciously deface or otherwise injure any monument or memorial erected by this association, shall, upon conviction thereof, be deemed guilty of a misdemeanor, and may be punished therefor, by fine or incarceration in the county jail, or both; such incarceration not to exceed one year.

§ 8. All property, real and personal, of the association, shall be exempt from taxation.

§ 9. This Corporation shall expire in five years from the passage of this act.

§ 10. This act shall take effect immediately.

## AN ACT

TO ALTER THE MAP OF THE CITY OF NEW YORK, BY LAYING OUT THEREON A PUBLIC PLACE, AND TO AUTHORIZE THE TAKING OF THE SAME.

Passed April second, Eighteen hundred and fifty-nine—three-fifths being present.

*The People of the state of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. All that piece or parcel of land situate, lying and being in the Twelfth Ward of the city of New York, bounded southerly by the southerly side of One hundred and sixth street; northerly by One hundred and tenth street; easterly by the Fifth avenue, and westerly by the Eighth avenue, is hereby declared to be a public place, in like manner as if the same had been laid out by the Commissioners appointed in and by the act of the legislature of the state of New York, entitled "An act relative to improvements touching the laying out of streets and roads in the city of New York, and for other purposes," passed April third, eighteen hundred and seven.

§ 2. The Board of Commissioners of the Central Park, for and in behalf of the Mayor, Aldermen and Commonalty of the city of New York, are authorized to acquire title to the said piece or parcel of land, for public use, as, and for a public square, pursuant to the act entitled "An act to reduce several laws relating particularly to the city of New York, into one act," passed April ninth, eighteen hundred and thirteen, and the several acts

amendatory thereto, or such portions thereof as are now in force, so far as the same are applicable to the laying out and taking of public squares and places in the city of New York, (except as hereinafter provided,) and all such portions of the said act and of the said several acts amendatory thereto, as are applicable to the laying out and taking of public squares and places in said city, and as are now in force, shall apply to the taking and laying out of the piece of land above described, as and for a public square, in the same manner and to the same extent as if the said piece of land had been originally laid down as and for a public square, upon the map or plan aforesaid, of said city, except as hereinafter provided.

3. The said Board of Commissioners, in the name of the Mayor, Aldermen and Commonalty of the city of New York, may present a petition to the Supreme Court, at any general or special term thereof, held in the first judicial district, praying for the appointment of commissioners of appraisal; such petition shall be signed by any one of the officers of the said Board of Commissioners of the Central Park; and said Board of Commissioners of the Central Park may do all acts and things in and about the taking of said piece or parcel of land, and in and about the applying for the appointment of commissioners to take the same, and all proceedings subsequent thereto, under and by virtue of the provisions of the last mentioned act, that the said Mayor, Aldermen and Commonalty might or could do.

§ 4. A notice of the presentation of the application to the Supreme Court, by said Board of Commissioners, shall be given to the owners, lessees, parties and persons, respectively entitled unto or interested in the lands and

premises mentioned in the first section of this act, by advertisement in four of the public newspapers having a large daily circulation in the city of New York, which shall be published daily, not less than thirty days; such notice shall specify the time and place where and when an application will be made for appointment of commissioners of appraisal of the said piece or parcel of land, and the extent of the land proposed to be taken.

§ 5. The said Board of Commissioners of the Central Park, may, at the time and place of moving for the appointment of such commissioners of appraisal, propose to the court the names of three suitable persons, and the owners, lessees, and parties and persons respectively entitled unto or interested in said premises, may likewise propose the names of three suitable persons, as commissioners of appraisal, and an appeal to the general term may be taken from the order of the special term appointing the commissioners of appraisal.

§ 6. The said commissioners to be appointed by the Supreme Court, under the provisions of the last mentioned act, may allow compensation for any building or buildings upon the said piece or parcel of land, which may have been built, placed, or erected thereon, after the time of the filing of the original maps or plans of said city.

§ 7. Payment of the damages awarded by the said commissioners, shall be made and become due and payable immediately upon the confirmation of the report of the said commissioners in the premises.

§ 8. No person shall be appointed a commissioner of

appraisal, who shall be an owner of or peculiarly interested, directly or indirectly, in land in the city of New York, above Forty-second street.

§ 9. For the payment of so much of the damages awarded by the Commissioners of Estimate and Assessment, and the expenses, disbursements and charges in the premises, as shall exceed the amounts or sums that may be assessed by the said commissioners, upon the parties and persons, lands and tenements, deemed by them benefited by the opening of such public place, it shall be lawful for the said Mayor, Aldermen and Commonalty to raise the amount of such excess by loan, by the creation of a public fund or stock, to be called and known as "the Central Park additional fund," which shall bear an interest not exceeding six per centum per annum, and shall be redeemable within a period of time not exceeding forty-five years after the passage of this act, and for the payment of which the said piece of land so aforesaid to be taken, shall be irrevocably pledged.

§ 10. It shall be lawful for the said Mayor, Aldermen and Commonalty to determine what shall be the nominal amount or value of each share of the said fund or stock, of what number of shares the same shall consist; and they are hereby authorized to sell and dispose of such shares at public auction, or at private sale, or by subscription for such stock, and on such terms as they shall think proper; said stock shall not be sold at less than its par value.

§ 11. In order to pay the interest upon the said stock hereby authorized, the Board of Supervisors of the city and county of New York, are hereby authorized and em-

powered to order and cause to be raised, by tax on the estates, real and personal, subject to taxation according to law, within said city and county, and to be collected in addition to the ordinary taxes, yearly and every year, until the whole amount of said stock be paid, a sum of money sufficient to pay the interest annually accruing on said stock.

§ 12. The provisions of an act entitled "An act to regulate the finances of the city of New York," passed June eighth, eighteen hundred and twelve, which are not repugnant to or incompatible with any provisions in this act contained, shall apply to said stock.

§ 13. The said public place, when taken as hereinbefore provided, shall, with the piece or parcel of land mentioned in the first section of an act entitled "An act for the regulation and government of the Central Park in the city of New York," passed April seventeenth, eighteen hundred and fifty-seven, form and be "The Central Park," and shall, as to its laying out, control and management, be subject to all the provisions of said last-mentioned act, and any acts amendatory thereof, or in addition thereto, and shall be under the exclusive control and management of the Board of Commissioners created thereby.

§ 14. This act shall take effect immediately.

## AN ACT

TO PROVIDE FOR THE COMPLETION OF THE STATE ARSENAL  
IN THE CITY OF NEW YORK, AND FOR THE SETTLEMENT OF  
THE CONTOVERSY AS TO THE CAUSE OF THE FALL THEREOF.

Passed April thirteenth, Eighteen hundred and fifty-nine; three-fifths  
being present.

*The People of the state of New York, represented in Senate  
and Assembly, do enact as follows:*

§ 1. The sum of thirty thousand dollars, or so much thereof as may be necessary for that purpose, is hereby appropriated, which shall be paid by the treasurer, upon the warrant of the Comptroller, as hereinafter provided, for the re-building and completion of the state arsenal in the city of New York, under the direction of the Adjutant-general, the Inspector-general, and the Commissary-general of the state, as Commissioners, whose duties shall be the same with reference thereto, as is provided by them to be performed for other objects by the act entitled "An act to authorize the sale of the state arsenals in New York and Albany, to provide for the purchase of the New York arsenal property in New York, by the city of New York, and for the appropriation of the proceeds of such sale," passed April fifteenth, eighteen hundred and fifty-seven. The Commissioners shall proceed without delay to cause the arsenal to be re built and finished according to such plans and designs as they may approve; and in such manner and by the employment of such workmen as in their judgment the circumstances of the case may re-



quire; but the entire cost of such re-building and the completion of said arsenal shall not exceed the said sum of thirty thousand dollars.

§ 2. Before the issuing of the warrant upon the treasurer, as provided in the first section of this act, the said Commissioners shall make and file with the Comptroller their certificate, signed by each of said Commissioners, stating that the appropriation so asked and to be drawn for is actually due for the purposes in said certificate particularly mentioned and set forth, unless the same has accrued upon some contract in writing, in which case the certificate shall state that upon said contract, describing the same, the amount asked for is actually due, according to the terms thereof, at the date of said certificate, and the said certificate shall thereupon, by the Comptroller, be attached to the duplicates of such contract required by this act to be filed in his office; and after, or, should the Comptroller so require, at any time before the labor of said Commissioners shall have been completed, according to the true intent and meaning of this act, said Commissioners shall file with the Comptroller all vouchers and receipts taken by them in the performance of their duties.

§ 3. The said Commissioners shall file in the office of the Comptroller, certified copies of all contracts entered into by them for work and materials, and shall present to the Comptroller, on the last day of each month, an abstract of their expenditures during the preceding month.

§ 4. The said Commissioners shall receive no compensation for their services as such Commissioners, but shall be allowed and paid by the treasurer, on the certificate of

the Commander-in-chief, the actual necessary expenses incurred by them in the duties of their commission.

§ 5. Thomas Nelson, of the county of Westchester, Counsellor at Law, or in case of his declination, death or other vacancy, then such person as the Governor shall appoint, is hereby appointed referee to hear and determine the matters in difference between the people of this state and Richard Calrow, Junior, in respect to the cause of the fall of and damage to the state arsenal in the city of New York, for the erection of which the said Richard Calrow, Junior, was contractor. The said referee shall proceed in the same manner as referees in actions at law, and shall have power to compel the attendance of witnesses, to swear and examine the same, and shall by his report, find and certify what sum, if any, is due to the people of this state by the said Richard Calrow, Junior, by reason of any failure on his part to comply with the terms and conditions of the contract, plans and specifications for the erection of said arsenal, and the furnishing of the materials therefor; if such fall, or damage shall have been the result of any such failure on his part, or if any one employed by him, or of a contractor under him, or of any one for whose acts he is responsible, and if it shall not have been the result of such failure, then what sum, if any, is due to said Richard Calrow, on account of such contract, or for work and materials furnished by him under the same, or for the erection of said arsenal, or by reason of the damage or destruction of any material or property of said Calrow, occasioned by such fall; and the said report of said referee shall be made in duplicate, and subscribed by him, and one of said reports

shall be filed in the office of the County Clerk of the county of New York, and the other with the Comptroller of the state.

§ 6. The Attorney-general and the Commissioners named in the first section of this act, or one of them, shall attend the hearing before said referee, and shall cause to be produced and examined the necessary witnesses on the part of the state, and cross-examine the witnesses on the part of said Calrow; to the end that the interests of the state may be fully protected upon such hearing and determination. The fees of such referee shall be five dollars per day, and with all other costs and expenses of such reference, and the whole not to exceed the sum of five hundred dollars, shall be paid by the party against whom judgment shall be rendered by said report. In case the report shall be against the state, the same shall be paid by the treasurer, on the warrant of the Comptroller, out of any moneys hereby appropriated.

§ 7. The Attorney-general, on behalf of the state, or the said Richard Calrow, Jr., or either of his sureties, may appeal to the General Term of the Supreme Court of the First Judicial District, from such report, in the same manner as from a judgment of the Special Term, in said district, and no undertaking or surety shall be necessary on the part of the state upon such appeal. The said Supreme Court shall have the same powers and jurisdiction upon such appeal as upon an appeal from a judgment at Special Term.

§ 8. In case the said report shall be in favor of the state, and shall find that the fall of or damage to said arsenal was caused by any failure of said Calrow to com.

ply with his said contract, the report shall state the amount of damage thereby caused to the state, and judgment may and shall be entered thereon, in the Supreme Court, against said Calrow, in the same manner as on a report of a referee appointed in an action in said court; and in case the said report shall be in favor of said Calrow, and shall find any sum of money to be due to him, then the Comptroller is authorized and directed, after the lapse of thirty days from the filing of such report in his office, to draw his warrant upon the treasurer for the payment of such sum to the said Calrow, out of any moneys in the treasury not otherwise appropriated, and the sum of twenty thousand dollars is hereby appropriated for such purpose, but subject nevertheless to the provisions of the next section of this act.

§ 9. If within such thirty days proof under oath shall be furnished to the Comptroller that an action has been commenced by some person or persons in some court of this state competent to try the same against the said Calrow for the recovery of money due for materials furnished or work done for or upon said arsenal; in such case, the Comptroller shall retain the amount shown to be due to the complainant in any complaint in such action and shall not pay the same to said Calrow, except upon the written consent of the person or persons in whose favor said action is brought until final judgment shall be rendered in said action, and then he shall pay the same to the person in whose favor judgment is so rendered; and Provided, also, that if the said Attorney-general shall make an appeal from such report to the Supreme Court, as aforesaid, the said moneys shall not be paid until the final determination of said appeal in favor of said Cal-

row, and then only to the amount finally adjudged to be due to him upon such appeal.

§ 10. The first, second, third and fourth sections of this act shall take effect immediately, but the residue of such act, except this section, shall not take effect until the said Richard Calrow, Junior, shall stipulate in writing under seal, to the satisfaction of the Attorney-general to abide by all the provisions of this act.

## AN ACT

TO ENABLE THE SUPERVISORS OF THE CITY AND COUNTY OF  
NEW YORK TO RAISE MONEY BY TAX.

Passed April 19, 1859, three-fifths being present.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows:*

1. The Board of Supervisors of the city and county of New York, are hereby empowered, as soon as conveniently may be, after the passage of this act, to order and cause to be raised by tax, on the estates, real and personal, subject to taxation according to law, within the said city and county, and to be collected according to law, a sum not exceeding two millions one hundred and seventy-five thousand and ninety-two dollars, for county objects and purposes within said county, including the expenses of police, as follows, to wit:

Arrearages of eighteen hundred and fifty-eight, forty-one thousand one hundred and eighty-nine dollars.

Arrearages of Police Department, one hundred and thirty-six thousand seven hundred and thirty dollars.

County Contingencies, fifty thousand dollars.

Coroner's Fees, twenty-two thousand dollars.

Election Expenses, twenty-five thousand dollars.

Fuel, furniture, lighting, cleaning, and supplies to county offices, thirty-two thousand five hundred dollars.

House for Detention of Witnesses, ten thousand eight hundred dollars.

Interest on Harlem Bridge Bonds, six hundred dollars.

Officers' Fees, twenty-five thousand dollars.

For Police, for the payment of salaries of members of the police now on the pay roll of the Metropolitan Police force, or who may hereafter be appointed thereon for said city and county, one million two hundred and twenty-six thousand three hundred and sixty-five dollars.

Police Contingencies of Deputy Superintendent, five thousand dollars.

Police, for payment of judgments and contingent expenses, paid from appropriation of eighteen hundred and fifty-eight, eleven thousand four hundred and twenty-four dollars.

Printing and Advertising, twenty-three thousand dollars.

Rents, eleven thousand dollars.

Salaries, two hundred and eighty-six thousand four hundred and eighty-four dollars.

Society for Reformation of Juvenile Delinquents, eight thousand dollars.

Stationery, ten thousand dollars.

And also, a further sum, not exceeding the sum of nineteen thousand two hundred and three dollars, by tax on the estates, real and personal, subject to taxation according to law, within the said city and county, and to be collected according to law, to be applied toward defraying the law expenses and disbursements connected therewith, incurred by the Board of Police, for the Metropolitan Police District, and the said sum to be disbursed upon the order and receipt of the Treasurer of the said Board of Police.

§ 2. The said Board of Supervisors are also hereby empowered, as soon as conveniently may be after the passage

of this act, to order and cause to be raised by tax, on the estates, real and personal, subject to taxation according to law, within the said city and county, and to be collected according to law, a sum not exceeding four millions six hundred and sixty-six thousand five hundred and twenty-eight dollars, for the expenses of the government of the city of New York, and for such other expenses as the Mayor, Aldermen and Commonalty of the said city may be put to by law, such portion of the expenses of the said city, as relate to repairing, repaving and cleaning streets, shall be assessed only in that part of the said city lying south of a line running through the centre of Fifty-seventh street; and such portion of the expenses of the said city as relates to lamps and gas, shall be assessed only on that part of the said city which is, or may be designated, by the Common Council of the city of New York, by resolution or ordinance, as the lamp district of said city, as follows, to wit:

Alms-house Department, six hundred and sixty-five thousand dollars.

Alms-house, buildings and repairs, one hundred and fifteen thousand two hundred and fifty dollars.

Aqueduct, repairs and improvements, twenty-five thousand dollars.

Arrearages of eighteen hundred and fifty-eight, three hundred and twenty thousand dollars.

Battery Enlargement, twenty thousand dollars.

Belgian Pavement, one hundred thousand dollars.

Board of Health, forty-five thousand dollars.

City Contingencies, sixty thousand dollars.

Contingencies, Comptroller's Office, fifteen thousand dollars.



Contingencies, Law Department, including rent of office, witnesses and extra counsel fees, twenty thousand four hundred and fifty dollars.

Contingencies, Mayor's Office, including killing dogs, eight thousand five hundred dollars.

Contingencies, Street Department, thirty thousand dollars.

City Inspector's Department, twelve thousand dollars.

Charges on Arrears of Assessments, five thousand dollars.

Charges on Arrears of Taxes, five thousand dollars.

Cleaning Streets, three hundred thousand dollars.

Cleaning Markets, seven thousand dollars.

Diamond Reef, blasting, twenty thousand six hundred dollars.

Donations, fifteen thousand dollars.

Errors and delinquencies, five thousand dollars.

Election expenses, twenty thousand dollars.

Fuel, furniture, lighting, cleaning, and supplies to corporation offices, twenty-five thousand dollars.

Fire and police telegraph, seven thousand dollars.

Fire Department, for two bell-ringers at Washington market bell tower, one thousand four hundred dollars.

Fire Department, sixty-four thousand two hundred and twenty-five dollars.

Fire Department, lot and house for engine company number twenty, eighteen thousand dollars.

Fire Department, lot and house for engine company number forty-one, six thousand two hundred dollars.

Fire Department, lot and house for hook and ladder company number three, eight thousand dollars.

Foundling Hospital, twenty-five thousand dollars.

Interest on Revenue Bonds, three hundred and twenty thousand dollars.

Interest on Assessment Bonds, eight thousand dollars.

Interest on Tompkins Market Building Stock, ten thousand and two hundred dollars.

Intestate estates, seven thousand dollars.

Judgments, eight hundred and eighty thousand dollars.

Judgments and claims against, or expenses incurred by officers of the Corporation, in defence of their official acts, twenty thousand dollars.

Lamps and gas, four hundred and sixty thousand dollars.

Lands and places, sixteen thousand dollars.

Lands and places, for Tompkins's square or park, eight thousand dollars.

Printing and advertising for Common Council, fifty thousand dollars.

Printing and advertising for departments, thirty-two thousand dollars.

Public buildings, construction, repairs and alterations, including City Hall, Police and Fire Departments, and Tompkins market, one hundred and ninety-three thousand eight hundred dollars.

Rents, thirty-nine thousand dollars.

Real estate purchases, including Fire Department, thirty-four thousand dollars.

Real estate expenses, one hundred and seventy-five thousand dollars.

Roads and avenues, forty thousand dollars.

Roads, Kingsbridge, from Tenth avenue to Kingsbridge, ten thousand dollars.

Roads, to pay claims of Terrence McGuire, for gravel and Macadamizing stone, one thousand and one dollars.

Stationery, fifteen thousand dollars.

Supplies for Police Department, twenty thousand dollars.

Sewers, repairing, cleaning and freighting, twenty thousand five hundred dollars.

Streets, repaving and repairs, seventy-five thousand dollars.

Streets, improvements, seventeen thousand five hundred dollars.

Salaries, city purposes, four hundred and twelve thousand six hundred and two dollars.

Wells and pumps, four thousand dollars.

Water pipes and laying, eighty-nine thousand and three hundred dollars.

§ 3. The said Board of Supervisors are also hereby empowered and required, in case of any judgment or judgments, other than those hereinbefore mentioned, being obtained against the Mayor, Aldermen and Commonalty of the city of New York, or in case of any sum or sums of money being required to satisfy the claim or claims of any of the members of the Police Force, in the city of New York, for back pay, on arrearages of salary, or legal expenses connected with such claim or claims, to direct the Comptroller of said city, on his recommendation, to issue Revenue Bonds of the said city, for an amount sufficient to pay any such judgment or judgments, claim or claims, and to order, and to cause to be raised the next succeeding year, by tax, on the estates, real and personal, subject to taxation, according to law, within the said city and county, a sum not exceeding the amount sufficient for the payment or redemption of said Revenue Bonds, and interest thereon.

§ 4. No portion of the said respective sums hercinbefore named, shall be expended or applied to any other purpose or object, other than the objects and purposes respectively, for which the Board of Supervisors of said city and county of New York are hereinbefore empowered to raise the same as aforesaid.

§ 5. Whenever the Comptroller of the said city shall have reason to believe that any judgments now of record against the Mayor, Aldermen and Commonalty of the city of New York, or which may hereafter be obtained against them, shall have been obtained by collusion, or founded in fraud, he is hereby authorized and required to take all proper and necessary means to open and reverse the same, and to use the name of the said Mayor, Aldermen and Commonalty, and to employ counsel for such purpose.

§ 6. This act shall take effect immediately.

## AN ACT

IN RELATION TO TAXES AND ASSESSMENTS IN THE CITY OF  
NEW YORK, AND TO AMEND THE SEVERAL ACTS IN RELATION  
THERETO.

Passed April fourteenth, Eighteen hundred and fifty-nine—three-fifths being  
present.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows:*

SEC. 1. Immediately upon the passage of this act there shall be appointed by the Comptroller of the city of New York three Commissioners, who shall form a Board and be designated Commissioners of Taxes and Assessment for the city and county of New York, who shall hold their office for the term of five years and until others are appointed in their places. Any vacancy in said Board of Commissioners, from death, or resignation or otherwise, shall be filled by said Comptroller, for the balance of the term for which such Commissioners are appointed. The annual compensation for each Commissioner shall be three thousand five hundred dollars, to be paid monthly by the Comptroller out of the county treasury.

§ 2. The offices of Ward Assessors in the city of New York, and Commissioners of Taxes and Assessments, as heretofore existing, are hereby abolished, and the powers and duties now or heretofore vested in and performed by the officers thereof, relative to the assessment of real and personal estate, shall hereafter be vested in and perform-

ed by the officers provided for by this act, and in the manner hereinafter provided; and the provisions now existing in respect to the mode and manner of making assessments in the city of New York, as far as the same are conformable to the supervision of the Commissioners of Taxes and Assessments, are hereby made applicable to the officers provided for by this act.

§ 3. The Board of Commissioners of Taxes and Assessment shall appoint not to exceed twelve persons, to be known as Deputy Tax Commissioners, who shall perform, under their direction and supervision, the duties heretofore performed by the Assessors of the several Wards of said city, or such other duties as they shall prescribe. They shall hold their office during the pleasure of the said Commissioners, and shall receive such compensation as may be determined by the said Comptroller and Board of Commissioners, not to exceed the sum of two thousand dollars per annum to each of said deputies, to be paid by the Comptroller out of the county treasury.

§ 4. The said Board of Commissioners may appoint such number of regular and extra clerks as in their judgment may be necessary to perform such duties as may be prescribed by said Commissioners, who shall hold their office during the pleasure of said Commissioners, and shall receive for their services such compensation as may be fixed by the Comptroller and the Board of Commissioners, not exceeding at the rate of twelve hundred dollars per annum for the time employed, to be paid by the Comptroller out of the county treasury.

§ 5. The said Board of Commissioners shall appoint a surveyor from one of the City Surveyors, whose duty it

shall be to make the necessary surveys and corrections of the ward maps, and also all new maps which may be required for the more accurate assessment of real estate. He shall hold his office at the pleasure of the Commissioners, and shall receive for his services three thousand dollars per annum.

§ 6. The Board of Supervisors of the city and county of New York shall provide for and assign to the Commissioners and their deputies, a suitable and convenient office or offices in any of the public buildings in the city of New York, or elsewhere in the city of New York, together with the requisite and necessary books, stationery, lights and fuel, and which said office or offices shall be kept open during the usual days and hours, as the other offices are by law required to be kept open, for the transaction of business. The books, maps, assessment rolls, and other papers now pertaining to the office of Commissioners of Taxes and Assessments, shall be transferred to the custody and control of the Commissioners of Taxes and Assessments appointed under this act, and shall continue to be public records, and, at all reasonable time, shall be open to public inspection.

§ 7. It shall be the duty of the Deputy Tax Commissioners, under the direction of the Commissioners of Taxes and Assessments, to assess all the taxable property in the several districts that may be assigned to them for that purpose by said commissioners, and shall furnish to them, under oath, a detailed statement of all such property, that said deputies have personally examined each and every house, building, lot, pier or other assessable property, giving the street and ward map number of such real

estate embraced within said districts, together with the name of the owner or occupant, if known; also, in their judgment, the sum for which such property, under ordinary circumstances, would sell, with such other information, in detail, relative to personal property, or otherwise, as the said commissioners may from time to time require. Such deputies shall commence to assess real and personal estate on the first Monday of September, in each and every year.

§ 8. The said commissioners shall keep in their office books, to be provided for that purpose by the Comptroller, to be called "the annual record of the assessed valuation of real and personal estate," in which shall be entered in detail the assessed valuations of such property within the city and county of New York, and which said books shall be open for examination and correction from the second Monday of January until the first day of May in each and every year; but on said last mentioned day, the same shall be closed, to enable the commissioners to prepare assessment rolls of the several wards, for delivery to the Supervisors, as hereinafter provided.

§ 9. The said commissioners, previous to and during the time said books are open for inspection, shall advertise the fact in the several newspapers, or in such manner as they may deem most advisable; and the charges therefor, certified by the commissioners, shall be audited and allowed by the Supervisors as a county charge.

§ 10. During the time the books shall be open to public inspection, as hereinbefore provided, application may be made by any person considering himself aggrieved by the assessed valuation of his real or personal estate, to have



the same corrected. If such application be made in relation to the assessed valuation of real estate, it must be made in writing, stating the ground of objection thereto; and thereupon the commissioners shall examine into the complaint; and if, in their judgment, the assessment is erroneous, they shall cause the same to be corrected. If such application be made in relation to the assessed valuation of personal estate, the applicant shall be examined under oath, by the said commissioners, who shall be authorized to administer such oath, or any of them; and if, in his or their judgment, the assessment is erroneous, they shall cause the same to be corrected, and fix the amount of such assessment as they may believe to be just, and declare their decision thereon, within thirty days after such application shall have been made to them. No reduction shall be made by the Board of Supervisors, of any assessment on real or personal estate, imposed under this act, unless it shall appear, under oath or affirmation, that the party aggrieved was unable to attend within the period prescribed for the correction of taxes by reason of sickness or absence from the city.

§ 11. It being the intention of this act to provide for the better equalization of the taxation in the city and county of New York, the commissioners may at any time before the second day of April, in each year, increase or diminish at any time before the closing of the books of annual record on the first day of May in each year, the assessed valuation of any real or personal estate in said city, as in their judgment may be necessary for such equalization; but they shall not increase such valuations after said books are open for correction and review, except upon notice

being given to the party affected by said increase, twenty days before the closing of said books.

§ 12. On the first day of May, in each year, the commissioners shall cause to be prepared from the books of annual record of assessed valuation of real and personal estate in the city of New York, assessment rolls for each of the several wards of said city, in the same form as the same are now by law directed to be prepared, and shall annex to each of said rolls their certificate, that the same is correct, in accordance with the entries in said books of record.

§ 13. The rolls thus certified must, on the first Monday of July in each year, be delivered by the said commissioners, to the Supervisors of the city and county of New York, who shall meet at noon on that day, at the City Hall, in said city, for the purpose of receiving the same, and for the purpose of performing such other duties in relation thereto, as are prescribed by law.

§ 14. Whenever any permit shall be granted by the proper officer of the city government, for the erection of any building, pier or bulkhead within said city, a copy of such permit shall be furnished by the said officer to the Commissioners of Taxes and Assessments.

§ 15. The said Commissioners of Taxes and Assessments shall appoint three skillful and competent disinterested persons, citizens of the United States, and residents of the city of New York, who shall constitute a board, to be known as the Board of Assessors, and who shall be charged with the duty of making the estimates and assessments required by law, for building wells, erecting pumps, pitch-

ing, paving, regulating and repairing streets, constructing sewers, fencing vacant lots and public slips, and all other improvements directed by Corporation ordinance, for which an assessment may be made.

§ 16. The said Board of Assessors, or a majority thereof, shall make all estimates and assessments, give all notices, receive and pass upon all objections, and certify to the Common Council, in accordance with the existing laws relative to all such matters. The said Assessors shall each receive an annual compensation of two thousand dollars, to be paid by the Comptroller of the city of New York, from the city treasury, and which shall be in lieu of all other compensation. The said assessors shall hold their office during the pleasure of the appointing power, and no longer. The Common Council of the city of New York shall provide for, and assign to said assessors, a suitable and convenient room or rooms, for the transaction of their business, and shall provide the said assessors with the requisite and necessary stationery, lights and fuel. It shall be lawful for the said Commissioners of Taxes and Assessments, to appoint a clerk to assist said assessors in the performance of their duties, and who shall receive an annual compensation, to be fixed by said commissioners, not exceeding the sum of twelve hundred dollars, to be paid by the Comptroller, out of the city treasury.

§ 17. Whenever any assessment list shall be certified by the assessors, to the Common Council of the city of New York, for confirmation, as provided by law, it shall be the duty of the Common Council to proceed, forthwith, to confirm such assessment, or refer the same back to the

said Board of Assessors, if necessary, for revisal and correction; and all such matters shall have precedence to all other matters before the Common Council, or in either Board thereof.

§ 18. The said Board of Assessors shall cause to be entered in books to be provided for that purpose, by the Common Council, a full and complete record in detail, of all assessments confirmed by the Supreme Court, or by the Common Council, which shall, at all convenient times, be open to public inspection.

§ 19. All the powers and duties now possessed by the Street Commissioner of the city of New York, or by his department, in regard to making and perfecting assessments, shall devolve upon the assessors appointed under the provisions of this act.

§ 20. A certiorari to review and correct on the merits, any decision or action of the said commissioners, under section ten or eleven of this act, shall be allowed by the Supreme Court, or any judge thereof, directed to the said commissioners, on the petition of the party aggrieved, and shall, with the return, be heard and decided forthwith by said court, in preference to all other matters, actions or proceedings.

§ 21. The act entitled "An act in relation to assessments in the city of New York, and to amend the several acts in relation thereto," passed April sixteenth, eighteen hundred and fifty-seven, is hereby repealed; and also all laws and acts, and parts of acts, so far as the same are inconsistent with this act, are hereby repealed, provided however, that nothing contained in this act shall be so

construed as to repeal any act or law now exempting real or personal estate from taxation.

§ 22. This act shall take effect immediately.

STATE OF NEW YORK, }

*Secretary's Office.* } I have compared the preceding with the original laws on file in this office, and do hereby certify that the same are correct transcripts therefrom, and of the whole of said original laws.

Given under my hand and seal of office,  
at the city of Albany, this twenty-  
[L. s.] seventh day of April, in the year one  
thousand eight hundred and fifty-  
nine.

GIDEON J. TUCKER, *Secretary of State.*

## AN ACT

AUTHORIZING NOTARIES PUBLIC OF THE STATE OF NEW YORK  
TO PERFORM THE DUTIES NOW PERFORMED BY COMMISSION-  
ERS OF DEEDS.

Passed April fifteenth, Eighteen hundred and fifty-nine.

*The People of the State of New York, represented in Senate  
and Assembly, do enact as follows:*

SEC. 1. In addition to their present powers, notaries public, of this state, are hereby authorized to administer oaths and affirmations, and to take the proofs and acknowledgments of deeds, mortgages, and any other papers for use or record in this state, in all the cases where the same may now be taken and administered by commissioners of deeds, and under the same rules, regulations and requirements prescribed to commissioners of deeds; and such notaries' acts may be performed without official seal.

§ 2. This act shall take effect immediately.

STATE OF NEW YORK, }  
Secretary's Office. }

I have compared the preceding with the original law on file in this office, and do hereby certify that the same is a correct transcript therefrom and of the whole of said original law.

[L. s.] Given under my hand and seal of office, at  
the city of Albany, this twenty-ninth day  
of April, in the year one thousand eight  
hundred and fifty-nine.

S. W. MORTON,  
Dep. Secretary of State.

## AN ACT

FOR ASCERTAINING BY PROPER PROOFS THE CITIZENS WHO SHALL BE ENTITLED TO THE RIGHT OF SUFFRAGE, AND TO PREVENT FRAUDULENT VOTING.

Passed April fifteenth, Eighteen hundred and fifty-nine; three-fifths being present.

*The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

§ 1. The Board of Supervisors of the city and county of New York shall annually appoint three inspectors for each election district in said city and county, to be known as the Board of Registry for the election district in which they are appointed; such inspectors to hold their offices for one year, and to be residents and voters in the district in which they are so appointed. The said inspectors so appointed for the city and county of New York, and the inspectors of election in each of the other election districts in this state, shall meet annually, on Tuesday, three weeks preceding the general election, at nine o'clock, A. M., at the place designated for holding the poll of said election, and organize themselves as a board for the purpose of registering the names of the legal voters of such district; and for this purpose they shall appoint one of their number chairman of the board, who shall administer to the other inspectors the oath of office as prescribed by the constitution, and the same oath shall then be administered to the chairman by one of the other inspectors. The said board shall then proceed to make a list as hereinafter prescribed, of all persons qualified and entitled to

vote at the ensuing election in the election district of which they are inspectors; said list when completed, shall constitute and be known as the register of electors of said district. The said inspectors, at their first meeting on Tuesday, three weeks preceding their general election, shall have power, if necessary, to sit two days for the purpose of making said list, provided that at the annual election next prior to said meeting, the number of voters in the district of which they are inspectors, exceeded four hundred. The said Board of Supervisors shall assemble on the third Monday of September in each year, at eleven o'clock in the forenoon of that day, at the usual place of meeting of said board, and proceed to ballot for the inspectors provided for in this section, for said city. Each ballot shall designate the number of the election district, and the ward in which the same is situated, and shall contain not more than three names for inspectors as aforesaid, for such district. The three persons receiving the greatest number of votes for each election district, shall be the inspectors of such election district for one year thereafter, and until others are appointed in their places. If, after three ballotings for inspectors for any election district, three such inspectors shall not have been elected therefor, said board shall draw by lot from the six names having the largest number of votes and not already elected as above provided, a sufficient number of names to make the number of such inspectors three for such election district. Six Supervisors shall constitute a quorum for the transaction of the duties aforesaid in the absence or refusal to attend of the others, or any of them.

§ 2. Said registers shall each contain a list of the persons so qualified and entitled to vote in said election dis-



trict, alphabetically arranged according to their respective surnames, so as to show in one column the name at full length, and in another column, in cities and incorporated villages, the residence by the number of the dwelling, if there be a number, and the name of the street or other location of the dwelling place of each person. It shall be the duty of said inspectors to enter in said lists the names of all persons residing in their election district whose names appear on the poll list kept in said district at the last preceding general election, and in cities, the number of the dwelling and name of street or other location, if the same shall be known to or can be ascertained by such inspectors; and for this purpose said inspectors are authorized to take from the office in which they are filed, the poll lists made and filed by the inspectors of such district at the general election held next prior to the making of such register. In case a new election district shall be formed, the said inspectors shall enter in the list the names of such persons entitled to vote in the new election district, whose names appear upon the poll list of the last general election kept in the district or districts from which said new election district is formed. The said inspectors shall complete, as far as practicable, the said register on the day of their meeting aforesaid, and shall make four copies thereof, and certify the register and each of the copies to be a true list of the voters in their district, so far as the same are known to them. Within two days thereafter, the said original list, together with the lists taken from the office as aforesaid, shall be filed by said inspectors in the office of the town clerk of the town in which such election district may be; or if such election district is in a city, in the office of the county

clerk in said city, and one copy of said list shall be kept by each of said inspectors, and carefully preserved by him for their use on the day or days hereinafter mentioned, for revision and correction of the same. One copy of said list shall, immediately after its completion, be posted in some conspicuous place in the room in which such meeting shall be held, and be accessible to any elector who may desire to examine the same or make copies thereof.

§ 3. The said boards shall meet on the Tuesday of the week preceding the day of the general election, in their respective election districts, at the place designated for holding the polls of election, for the purpose of revising, correcting and completing said lists; and for this purpose in cities they shall meet at eight o'clock in the morning, and remain in session until nine o'clock, P. M., of that day and the day following; and in other districts they shall meet at nine o'clock in the morning and remain in session until seven o'clock, P. M., of that day.

§ 4. The proceedings of said board shall be open, and all persons residing and entitled to vote in said district, shall be entitled to be heard by said inspectors in relation to corrections or additions to said register. One of the lists so kept by said inspectors as aforesaid, shall be used by them on the day or days for making corrections or additions for the purpose of completing the registry for such district.

§ 5. It shall be the duty of said inspectors, at their meeting for revising and correcting said list, to erase therefrom the name of any person inserted therein who shall be proved by the oaths of two legal voters of said district, to the satisfaction of said inspectors, to be a non-

resident of said district, or otherwise not entitled to vote in said district, at the election then next to be held. Any elector residing in said district and entitled to vote therein, may appear before said board of inspectors and require his name to be recorded on said alphabetical list. Any person so requiring his name to be entered on said list shall make the same statement as to the street and number thereof and where he resides, required by the provisions of this act of persons offering their votes at the election, and shall be subject to the same pains and penalties for refusing to give such information, or for falsely giving the same, and shall also be subject to challenge, either by the inspectors or either of them, or by any other elector whose name appears upon said alphabetical list, and the same oaths may be administered by the inspectors, as now provided against persons offering to vote at an election; and in case no challenge is made of any person requiring his name to be entered on said alphabetical list, or in case of challenge, if such person shall make oath that would entitle him to vote in case of challenge, at an election, then the name of any such person shall be added to the alphabetical poll list of the last preceding year.

§ 6. After said list shall have been fully completed, the said inspectors shall, within three days thereafter, cause four copies of the same to be made, each of which shall be certified by them to be a correct list of the voters of their district, one of which shall be filed in the office of the town clerk of towns, and in cities, in the office of the county clerk of the county, and one of which copies shall be delivered to each of the said inspectors, except in the city and county of New York; one of said copies shall be delivered to each of the inspectors of election of the dis-

trict in which such registry is made. It shall be the duty of the said inspectors, so receiving such list, carefully to preserve the said lists for their use on election day, and to designate one of their number, or one of the clerks, at the opening of the polls, to check the name of every voter, voting in such district, whose name is on the registry; no vote shall be received at any annual election in this state, unless the name of the person offering to vote be on the said registry, made on the Tuesday or Wednesday preceding the election, unless the person offering to vote shall furnish to the Board of Inspectors his affidavit, giving his reasons for not appearing on the day for correcting the alphabetical list, and prove by the oath of a householder of the district in which he offers his vote that he knows such person to be an inhabitant of the district, and if in any city, giving the residence of such person within said district; and any person whose name is on the registry, may be challenged, and the same oaths shall be put as are now prescribed by law.

§ 7. The clerks at each poll, in addition to the duties now prescribed by law, shall enter, on the poll list kept by them, in columns prepared for that purpose, opposite the name of each person voting, the same statement or minute as herinbefore required of inspectors, in making the registry; but such entry is not to be made by them, if the registry contains correctly the name and residence of such voter, and in all cases, the said clerk shall enter in a column, opposite the name of each person not registered, the words "not registered." Every elector, at the time of offering his vote shall truly state the street in which he resides, and if the house, lodging or tenement in which he resides is numbered, the number thereof, and

the clerks of the polls shall truly enter in the appropriate column of the poll list, opposite the name of the elector, the street in which the elector resides, and the number in case the house, lodging or tenement is numbered; and if the same is not numbered, then the clerks shall enter "not numbered" in the column of the poll list for entering the number; in case of refusal to make the statement as aforesaid the vote of such elector shall not be received. Any person who shall willfully make any false statement in relation thereto, shall be deemed guilty of a misdemeanor, and shall upon conviction, be punished with a fine of fifty dollars, or by imprisonment in the county jail of the county, or the city prison of the city where such voter offers to vote, for a period of ten days, or by both such fine and imprisonment.

§ 8. After the canvass of the votes, the said poll list and said register, so kept and checked as aforesaid, shall be attached together, and shall, on the following day, be filed in the town clerk's office, of the town in which said district shall be, and in case the same are in cities, in the county clerk's office, to be used by the inspectors in making the list of voters at the next general election.

§ 9. The said board may, if necessary, on the day or days of the making, and of the correction of such lists, appoint a clerk to assist them in the discharge of the duties required by the act; and the same oath shall be taken by such clerk, as is required by law of clerks of the polls, or elections.

§ 10. The registers shall, at all times, be open to public inspection, at the office of the authorities in which they shall be deposited, without charge.

§ 11. The members of the Board of Registration, and their clerks, shall each receive the same compensation as is now allowed by law for inspectors of election, for each day actually employed in the making and completion of the registry, to be paid\* by them at the time and in the manner in which they are paid their other fees. The necessary blanks, and instructions, and other incidental expenses, incurred in executing the provisions of this act, shall be provided and paid for in the manner now provided for the payment of incidental expenses of election of the like character.

§ 12. The said board shall have and exercise the same powers in preserving order at their meetings, under this act, as are given to inspectors of election for preserving order on election days.

§ 13. Any one of the inspectors may, at any authorized meeting of the Board, administer the oath or oaths now required by law, to test the qualification of electors, and may also administer, on the day of the making and completion of the list, to any elector of the district who may be offered as a witness to prove the qualification of any person claiming the right to be registered, the following oath: " You do swear, or affirm, that you are an elector of this election district; that you will fully and truly answer all such questions as shall be put to you touching the place of residence, and other qualifications as an elector, of the person now claiming the right to be registered as a voter in this district." And whoever shall willfully swear falsely upon such examination, shall be deemed guilty of perjury.

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\* So in the original.

§ 14. Any person who shall cause his name to be registered in more than one election district, or who shall cause his name to be registered, knowing that he is not a qualified voter in the ward or district where said registry is made, or who shall falsely personate any registered voter; and any person causing, aiding or abetting any person, in any manner, in either of said acts, shall be punished for each and every offence by imprisonment in the state prison, for not less than one year. All false swearing before said board, of registration, shall be deemed willful and corrupt perjury, and on conviction, punished as such. If any member or officer of said board shall willfully violate any of the provisions of this act, or be guilty of any fraud, in the execution of the duties of his office, he shall be punished for each and every offence, by imprisonment in the State Prison for not less than one year.

§ 15. The same list required to be made and perfected, at general elections, shall, in the same manner be made and perfected by the inspectors at all elections for charter officers, in the several cities of this state, and the provisions and requirements of this act so far as the same may be, are made applicable to such elections.

§ 16. The Secretary of State shall cause this law to be printed, and a sufficient number of copies thereof sent to the County Clerks of the several counties, to supply each of the officers named in this act, with a copy; and it shall be the duty of said County Clerks immediately to transmit a copy of the same to each of the inspectors of election\* in this county.

§ 2. This act shall take effect immediately.

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\* So in the original.

STATE OF NEW YORK, }

*Secretary's Office.* } I have compared the preceding  
with the original law on file in this office, and do hereby  
certify that the same is a correct transcript therefrom,  
and of the whole of said original law.

[L. S.]

Given under my hand and seal of office,  
at the city of Albany, this sixth day  
May, in the year one thousand eight  
hundred and fifty-nine.

S. W. MORTON,  
*Dep. Secretary of State.*



## STATE OF NEW YORK,

IN ASSEMBLY, ALBANY, April 15, 1859.

*Resolved*, (if the Senate concur), That the Commissioners of Records for the city and county of New York, appointed by an act passed April 18th, 1855, be, and hereby are directed to cause one copy of the Records, Documents, Maps and Indices, in the form, and to the extent printed by them, in accordance with the said act, to be deposited forthwith in the State Library, and one copy of the same in the office of the Secretary of State, at Albany; also to cause to be likewise deposited, a like copy of all such Records, Documents, Maps and Indices, which said Commissioners may hereafter print, or cause to be printed as aforesaid; also, that the Clerk of the Assembly be directed to furnish said Commissioners of Records with a copy of this resolution.

By order,

WM. RICHARDSON, *Clerk*.

In Senate, April 15, 1859;

Passed without amendment.

By order,

S. P. ALLEN, *Clerk*.

STATE OF NEW YORK, }

*Secretary's office.* }

I have compared the preceding with the original concurrent resolution on file in this office, and do hereby certify that the same is a correct transcript therefrom, and of the whole of said original concurrent resolution.

[L. S.]

Given under my hand and seal of office, at the city of Albany, this twenty-fifth day of May, in the year one thousand eight hundred and fifty-nine.

S. W. MORTON, *Dep. Sec. of State*.



DOCUMENT No. 21.

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BOARD OF ALDERMEN,

MAY 26, 1859.

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The following reports of the Special Committee on the nomination of the City Inspector, together with the communication from his Honor the Mayor, on the subject of the appointment of City Inspector, were laid on the table, and one thousand copies directed to be printed in document form.

D. T. VALENTINE, *Clerk.*

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The Select Committee, to whom was referred the nomination of Dr. S. C. Foster, for City Inspector, respectfully

REPORT:

That the nominee was unknown to every member of the Board except one, and your Committee were entirely unacquainted with his character or fitness for the office. They first made inquiries of the Mayor as to him, and were informed by the Mayor that he did not himself know Dr. Foster, that he had never seen him, and only knew of him by the representations of others, and he did not seem even to know his first name.

That your Committee, on inquiry, ascertained that Dr. Foster's political associations were adverse to those of a majority of the Board; and though the Mayor had been elected in opposition to the regularly nominated Democratic candidate for the office, and by a party hostile to the majority of the Board, the Committee did not feel themselves justified in permitting the Mayor to transfer the whole power and patronage of that important department to a party who, however friendly to him and aiding in his election, were yet hostile to the majority of the Board.

The Committee understood from the Mayor that he had ever been a Democrat, and intended, in his office, to act in connection with the Democratic party, and they feared that he had been imposed upon and deceived as to the political associations of his nominee.

They were desirous to protect him from the consequences of said imposition, and therefore had the matter under advisement, until they could be assured that their information as to his nominee was correct; a subject not easily ascertained in regard to an individual so obscure and unknown as Dr. Foster was.

Before, however, definite information could be obtained, the Mayor took upon himself, without the consent of the Board, to withdraw the nomination; and without waiting for the action of the Board on the nomination already before them, he has repeatedly nominated other persons to the said office, none of whom have been rejected by the Board.

There has, thence, sprung up a grave difference of opin-

ion between your Committee and the Mayor, as to his power and duty in the matter.

In the first place, the charter says, that the City Inspector "shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen." The Mayor insists that the consent only of the Board is necessary. Your Committee insist that the word "*advice*," in the statute, cannot be thus nullified, but has, and is to have, a meaning and a force given to it, and that can be done only by the Board's being advised with as to an appointment, as well as being required to consent to it.

The same question has long been pending under the constitution of the United States, and has never yet, as your Committee believe, been satisfactorily settled.

The President's power as to officers, is to "nominate, and by and with the advice and consent of the Senate to appoint." Thus showing that the power to originate the name is in the President alone. But it will be observed, that such is not the language of the charter under which the Mayor derives his power, but it is rather the language which the United States Constitution used as to making treaties. "He shall have power, by and with the advice and consent of the Senate, to make treaties." These two different forms of expression are used in the same section of the Constitution, and it cannot be that this difference is without meaning; and therefore the practice of the government, under the Constitution, has been different under these different clauses. As to appointments, the President has refused to consult the Senate before making a nomination; but as to treaties, the practice was adopted as early as Washington's administration, that the

Senate sought advice before as well as after the formation of a treaty. The Committee find an account of that in Story's Commentaries on the Constitution, section 1517, and in the executive journal, 11th of August, 1790. And they find in this respectable authority a precedent for the right, which they now claim, of being advised with beforehand, besides the argument that unless they are, one word in the charter becomes entirely nugatory, and the marked difference in expression is to be entirely overlooked.

Your Committee have endeavored to carry out their views in entire harmony with the Mayor, and have, therefore, had several interviews with him. On some occasions he has suggested to your Committee that the predominant party in the Board should have a caucus and agree upon what they wanted as to a nominee. They did so, and with entire unanimity, agree upon a person unexceptionable, at least to them and their party, in his politics, as well as trustworthy and capable. They communicated this to him and he paid no attention to their recommendation, but within two hours afterwards nominated a favorite of his own, without advising with the Board in regard to it.

Upon this point the Board and the Mayor thus differ in opinion.

But this is not the only difference; he claims that after making a nomination, and thus exhausting his power, he has a right to withdraw his action, and thus prevent any action of the Board on their part; your Committee, however, insist that he cannot withdraw a name he has once sent in, without the consent of the Board. For, if he

can, then after exercising his duty under the charter, he can prevent the Board exercising theirs. He may as well claim the right to withdraw his veto or his approval of an ordinance, after he has communicated it to the Common Council; and if he has this right, then has every officer of the city, who has made any communication to the Common Council, the right to withdraw it and arrest the action of the Common Council upon it.

It seems to your Committee that this claim of the Mayor is entirely without foundation, and cannot be acquiesced in or submitted to without depriving the Common Council of its just control over its own proceedings.

Therefore, your Committee recommend the following resolution:

*Resolved*, That the Board of Aldermen do not advise and consent to the appointment of Dr. S. C. Foster as City Inspector of the city of New York.

F. I. A. BOOLE, MICHAEL TUOMEY, H. W. GENET,	}	<i>Majority Special Com- mittee on nomination of Dr. Foster.</i>
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MAYOR'S OFFICE,  
New York, May 23, 1859.

*To the Hon. the Board of Aldermen:*

GENTLEMEN:—At the last meeting of the Board of Aldermen a report was made by a select committee, to whom was referred the nomination of Dr. S. C. Foster, for City Inspector.

The report concludes with a resolution which was adopted by the Board, "that the Board of Aldermen do not advise and consent to the appointment of Dr. S. C. Foster for City Inspector of the city of New York." Against the doctrines avowed in the report, and the action of the Board thereon, I deem it my duty solemnly to protest. Entrusted by the electors of the city of New York with the discharge of the great trust reposed by the charter of the city in the office of Mayor, I should be recreant to my duty if, in silence, I permitted a course to be pursued which is well calculated to nullify, in a great measure, the executive power of the Mayor. Chosen to my present position by the largest number of votes ever given to a candidate for the office of Chief Magistrate of this city, I have endeavored to exhibit my grateful sense of the kindness of my fellow citizens, by taking care that the laws be faithfully executed.

The people of this city have a right to require from every public officer, at least an honest discharge of his duties; and so far as it lies in my power, I have determined that the rights of the Chief Executive officer shall be maintained in all their integrity.

The allusions in the report of the Committee to the political opinions of Dr. Foster, are without precedent in the journals of any legislative or executive body in the



country. The leading idea which has prompted every nomination made by me, has been that endorsed by Mr. Jefferson—"Is he honest? is he capable? is he faithful to the constitution?" But, at the same time, I have endeavored to conform in my nomination to the wishes of the political party (with which I have always been identified) in whose hands rests the majority of the Board.

Selections have been made by me of well known citizens, always identified with the same party to which the majority of the Board claims to belong, and yet they have been rejected without hesitation by the Board. But no matter what may have been the qualifications or political opinions of Dr. Foster, the Board well knew that his name had been withdrawn by me at Dr. Foster's own request, and that such withdrawal took away from the Board or its Committee, the right to discuss the propriety of his nomination.

The argument of the Committee, that the Mayor might as well withdraw his veto, or his approval of an ordinance, after he has communicated it to the Common Council, should have no weight, inasmuch as the act of the Mayor in making a nomination is the exercise of a power differing materially from that which he uses when approving or vetoing an ordinance or resolution. In the case of a nomination, he calls into exercise his executive power, whilst in the matter of a veto or approval of a measure, he acts as part of the legislative power under the charter.

Moreover, every citizen nominated to an office for confirmation by the Board has, and must have, the right to withdraw his name, at any time, from the consideration of the Board.

Can it be questioned, that if the chief executive officer,

after nominating a person to office, should discover his unfitness for the position, that he has not the right to withdraw from the confirming body such a nomination?

The journals of the Senate of the United States, and of this state, will show frequent cases of the withdrawal of names by the nominating officer.

There is another opinion advanced by the Committee, to which I deem it my duty seriously to call the attention of the Board. That body demands that it shall be advised and consulted with, as regards the propriety of a nomination. The report says:

"There has thence sprung up a grave difference of opinion between your Committee and the Mayor, as to his power and duty in the matter.

"In the first place, the charter says, that the City Inspector 'shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen.' The Mayor insists that the consent only of the Board is necessary. Your Committee insist that the word 'advice' in the statute cannot be thus nullified, but has, and is to have, a meaning and a force given to it, and that can be done only by the Board being advised with as to an appointment, as well as being required to consent to it."

Under the charter, it is claimed by the present incumbent of the office of Mayor, that the sole and undivided responsibility of selecting the person to fill an office of head of a department rests with the Mayor, and that the action of the Board of Aldermen is to be confined to a simple affirmation or rejection of the nomination.

By the 16th section of the charter, the executive power of the Corporation shall be vested in the Mayor and the executive department.

By the 18th section, it is the duty of the Mayor to be vigilant and active in causing the ordinances of the city to be duly executed and enforced, to exercise a constant supervision over the conduct and acts of the subordinate officers.

By the 19th section, the heads of departments, with the exception of the Comptroller and Counsel, shall be *appointed* by the Mayor, with the advice and consent of the Board of Aldermen. The Board shall have power to confirm or reject all nominations of the Mayor, and in case of a rejection by the Board, the Mayor shall immediately nominate another person. These provisions indicate the intention of the legislature to clothe the Mayor of this city with full executive power, and to confine the power of the Board to the simple rejection or confirmation. There is, in the language of the 19th section, a difference between the power given to the Mayor of this city and that given under the Constitution of the United States. While the language of the charter is, that the Mayor shall *appoint*, that of the Constitution gives the President the power to *nominate*, and, with the advice and consent of the Senate, to appoint. The charter intended, that at all times the Executive should have the power to select agents to execute the laws and ordinances—to appoint them at once, subject to the approval or rejection of the Board.

The executive power of the Mayor is stronger in this respect than that of the President of the United States. The reference which has been made in the report of the committee to the action of the general government, authorizes me to call the attention of the Board to the opinions given by the most eminent writers on the Constitution, by the law officers of the Union, and by Presidents of the United States. Chancellor Kent, in his

Commentaries, speaks of the power of the President's nomination to office, and the concurrence of the Senate with the President in the exercise of this branch of the executive power. Kent states that "the *advice and consent* of the Senate, which are requisite to render the nomination effectual, cannot be attended in the nature of the case with very mischievous effects. *Having no agency in the nomination, nothing but simple consent or refusal*, the spirit of personal intrigue, and personal attachment, must be pretty much extinguished, from a want of means to gratify it."

Judge Story, in his Commentaries, speaking of the power of the Executive to make the selection of public officers, says that "his sole and undivided responsibility will naturally beget a livelier sense of duty." But, if a public body should make the appointment, their decision will be likely to have little to do with the merits of candidates, and much to do with the selfish interests of individuals and cabals. "The Executive," he says further, "will be compelled to consult public opinion, and to vindicate the propriety of his appointments, by selections from those whose qualifications are unquestioned and unquestionable. If he should act otherwise, and surrender the public patronage into the hands of profligate men or low adventurers, it will be impossible for him long to retain public favor. Nothing, not even the whole influence of party, could long screen him from the just indignation of the people. Though slow, the ultimate award of public opinion would stamp on his conduct its merited infamy."

In May, 1813, President Madison nominated a Minister Plenipotentiary to Sweden, assigning his reasons for the measure. The Senate, in the month of June following,

passed a resolution requesting a respectful conference with the President on the subject of the nomination, the object of which, it is stated, to have been to obtain from him the inducements to the measure. The President, however, declined altogether the proposed conference, stating in his message that "the Executive and the Senate in the cases of appointments to office and of treaties are to be considered independent and co-ordinate with each other. If they agree, the appointments or treaties are made. If the Senate disagree they fall."

Mr. Butler, Attorney General of the United States under Mr. Van Buren, in an opinion given on March 29th, 1837, to the Secretary of the Navy, says, in speaking of appointments to office, that "the constitutional action of the Senate is confined to a simple affirmation or rejection of the President's nomination."

Again he says, referring to the propriety and advantage of a strict adherence to the provisions of the Constitution in the exercise of the appointing power: "The harmony of the two co-ordinate branches, the independence of the President, the just weight of the Senate, and the useful operation of the power itself, will, no doubt, be best secured by confining each branch to its peculiar functions."

As reference has been made to the political opinions of the majority of the Board, it may not be improper to refer to the doctrines of Andrew Jackson, one whose democracy will not be questioned by the majority of the Board. As President of the United States, he solemnly protested against the action of the Senate of the United States, when that Body attempted to invade the rights of the Executive Department of the Government.

General Jackson in his protest sent to the Senate on

April 15th, 1834, made use of the following language: "By the Constitution, the Executive power is vested in the President of the United States. Among the duties imposed upon him and which he is sworn to perform, is that of taking care that the laws be faithfully executed. Being thus made responsible for the entire action of the Executive Department, it was but reasonable that the power of appointing, overseeing and controlling those who execute the laws, a power in its nature executive, should remain in his hands. It is, therefore, not only his right, but the Constitution makes it his duty to nominate, and by and with the consent of the Senate, appoint 'all officers of the United States, whose appointments are not in the Constitution otherwise provided for,' and with the proviso that the appointment of inferior officers may be vested in the President alone in Courts of Justice or in the Heads of Departments."

"The executive power vested in the Senate is neither that of *nomination* or *appointing*. It is merely a check upon the executive power of appointment. If individuals are proposed for appointment by the President by them deemed incompetent or unworthy, they may withhold their consent, and the appointment cannot be made. They check the action of the Executive, but *cannot, in relation to these very subjects, act themselves, or direct him*. Selections are still made by the President, and the negative given to the Senate, without diminishing his responsibility, furnishes an additional guarantee to the country, that the subordinate executive, as well as the judicial offices, shall be filled with worthy and competent men."

These opinions, from that patriot who, after Washington, enjoyed more of the confidence of the American peo-

ple than any man who has ever lived, will undoubtedly be considered by the majority of the Board as entitled to the highest consideration.

My duty requires, that I should defend the rights of the Chief Executive officer of this city guaranteed to him under the charter.

Following the example of President Jackson, and using almost the very words of his protest, I shall cause this my protest against the action of the Board of Aldermen to be placed on the files of the Mayor's office.

I have also transmitted to the Board, with a respectful request on my part, that this message and protest may be entered at length on the journals of the Board, to the end that the action of the Board may not hereafter be drawn into the precedent with the authority of silent acquiescence on the part of the Executive Department.

DANIEL F. TIEMANN, *Mayor*.

The Committee to whom was referred the communication of the Mayor, under date of the 23d of May, instant, respectfully

#### REPORT:

That they have not discovered anything in that communication to disturb the position taken by the Committee in their report on the nomination of Dr. S. C. Foster.

The position assumed by the Mayor is founded entirely upon the idea that his power of appointment is conferred in the same language used in regard to appointments in the Constitution of the United States.

If the language was the same in both cases, the Committee were willing to be understood as yielding to the force of such great authority as over seventy years' practice of our national government.

But the language is not the same, and his Honor the Mayor, has but obscured the question, in entirely overlooking the difference in language to which the Committee referred.

The language of the charter under which the Mayor claims his power, is this: "The other heads of departments shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen."

The language of the Constitution is: "He shall nominate, and by and with the advice and consent of the Senate shall appoint," &c.

It is the power to "nominate," given to the President and not given to the Mayor, which confers on the former



the power to originate an appointment, and hence it always has been that the power to make appointments and to make treaties, has been so differently treated by the President and the Senate.

The language in the Constitution as to making treaties, is identical with that referred to in the charter: "He shall have power, by and with the advice and consent of the Senate, to make treaties."

It is under this latter language that the whole practice of the government has been, that the Senate has been so often advised with, before making a treaty, and that the Senate have so often amended treaties, even after the President has made them. And the right has been claimed and been exercised by the Senate, and been conceded by the Executive, to be advised with as to treaties, and that their power was not as in case of appointments, confined merely to giving a "consent."

The parallel is plainly manifest. Under the United States Constitution the expression, "he shall have power, by and with the advice and consent of the Senate, to make treaties," gives to the Senate the power of advising beforehand, as well as consenting afterwards.

Under the charter, the expression, "shall be appointed by the Mayor, with the advice and consent of the Board of Aldermen," must of necessity have the same construction.

Yet this view, presented by the Committee, is entirely overlooked in the Mayor's communication.

The position of the Committee is strengthened by the practice in our own state. The Constitution of 1777, pro-

vided for a council of appointment over which the Governors should preside, "and with the advice and consent of the said council should appoint," &c. It was originally claimed by the early governors, as the Mayor even claims, that the power to originate an appointment was in the Governor and not in the council. This claim, however, was abandoned, and for years before that Constitution was abrogated in 1821, appointments originated with the council and were frequently made, even against the earnest wish of the Governor.

In Hammond's Political History of New York, it is related that in 1794, on the occasion of the appointment of Egbert Benson, as Justice of the Supreme Court, the Governor refused to nominate him, and he was nominated by one of the council of appointment, and was duly commissioned, the Governor protesting that the exclusive right of nomination was vested in him by the Constitution.

For the ensuing thirty years this practice was acquiesced in by all parties, and your Committee cannot imagine any reason why the same words in the charter of the city should bear any different construction from those in the Constitution.

Hence it was that the subsequent constitutions of this state changed the language. The Constitution of 1821 said: "The Governor shall nominate, and with the consent of the Senate appoint," and "the Governor shall nominate by message in writing, and with the consent of the Senate, shall appoint." And the Constitution of 1846, says: "The Governor shall nominate, and with the consent of the senate appoint," &c.

The Committee repeat, that if such had been the language of the charter, the Mayor might properly be admitted to be right; but such is not its language. On the other hand, it is identical with that in the United States Constitution, under which for seventy years, the right of the Senate to be advised with beforehand has been exercised and conceded, and with that in the former Constitution of this state, under which for thirty years, under such men as De Witt Clinton and Daniel D. Tompkins, the power was exercised, and conceded to be in the council, even against the avowed opposition of the Governor.

The claim of your Committee is not then any new or extravagant proposition, but is one sanctioned alike by good sense and long practice in both our state and national governments.

And while re-asserting that claim, your Committee gladly avail themselves of the opportunity afforded them by the allusion of his Honor the Mayor, to express at once their abiding admiration of the character of the venerable Jackson, and their rising hope that it may be found as easy for an executive to follow his example as it is to quote his language.

F. I. A. BOOLE, M. TUOMEY, H. W. GENET, GEO. STARR, JOHN BRADY,	} <i>Committee.</i>
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DOCUMENT No. 22.

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BOARD OF ALDERMEN,

MAY 30, 1859.

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The following communication from the Counsel to the Corporation, in answer to a resolution of inquiry as to the powers of the Common Council to remit tax, together with the opinions of Moses Ely, Esq., and William M. Evarts, Esq., in relation to the same matter, was received, laid on the table, and directed to be printed.

D. T. VALENTINE, *Clerk.*

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LAW DEPARTMENT,  
New York, May 30, 1859.

*To the Honorable the Board of Aldermen:*

By your resolution of January 20, 1859, my opinion is asked "whether the Common Council have power by law to remit or reduce taxes upon real or personal estate in this city and county after the same has been confirmed by the Board of Supervisors."

In reply, I have the honor to state, that in July, 1858, in answer to a communication from his Honor the Mayor, the opinion of this department on the subject of your resolution was forwarded to him. This opinion was sub-

sequently, at the request of the Board of Supervisors, forwarded to them by the Mayor. I transmit herewith a printed copy of it.

Subsequently to this opinion being given, my attention was called to the subject by certain official action of the Mayor and the Common Council thereupon. A more studied investigation of the matter than I had been able to give to it between the time of the Mayor's request and my answer to it, gave rise to some doubts in my own mind as to the soundness of the views expressed in my first opinion; and on receipt of your resolution, in view of the magnitude of the interests involved, I deemed it proper to procure the views of some of my professional brethren upon the question. Accordingly, I submitted your resolution to Moses Ely, Esq., and William M. Evarts, Esq., and have received from each of these gentlemen an opinion, which I also transmit herewith. It will be seen that they concur in the result, that the Common Council have power to remit or reduce taxes on property in the city and county, although the same have been confirmed by the Board of Supervisors.

Satisfied that the result so arrived at is founded upon the best construction of the laws applicable to the subject, I agree in the conclusions of Messrs. Evarts and Ely.

I am your obedient servant,

RICHARD BUSTEED,

*Counsel for the Corporation.*

RICHARD BUSTEED, Esq.,

*Counsel to the Corporation:*

SIR:—I have received yours of 19th instant, asking my opinion, at an early day, upon the question "whether the Common Council have power, by law, to remit or reduce taxes upon real or personal estate in this city and county, after the same have been confirmed by the Board of Supervisors?"

In reply, I have the honor to say, that I have come to the conclusion that the Common Council have such right. Permit me to call your attention to some of the considerations which have induced this conclusion.

After a very careful examination of the statutes of the State relating to the city, I find no such authority conferred by them. Neither do I find any statute, either expressly forbidding the exercise of such authority by the Common Council, or with which I consider such exercise of such power inconsistent. On the contrary, by the third section of the act of June 30th, 1851, entitled "An act to amend the act entitled an act in relation to the assessment and collection of taxes in the city of New York, and to amend the several acts in relation thereto," under which the Board of Supervisors of the county of New York now exercise the right of remitting taxes, the existing right of the Common Council also to make such remission is expressly recognized in the following language: "And when, under the provisions of the existing law, any remission of taxes shall be made by the Common Council of said city, the affidavit of the person applying shall be in like manner filed," &c.

In the absence either of express legislative authority

for, or prohibition of, the exercise of the right, we are left to consider whether the corporators of the city, represented in Common Council, may not, as involved in, or as necessarily and inseparably incident to, the powers conferred by their ancient charters, and continued and secured by the letter of the successive constitutions of the State, relieve one of their number from the burthen of a tax assessed for the support of the city government upon an erroneous estimate of value.

Under the ancient charters of the city, the government of the Corporation was intrusted to a Common Council, consisting of a Mayor, Aldermen and Assistants, who, in the language of the Montgomerie charter, had "full power, authority and license to frame, constitute, ordain, make and establish, from time to time, all such laws, statutes, rights, ordinances and constitutions which to them, or the greater part of them, should seem good, useful or necessary for the good rule and government of the body corporate, and of all officers, ministers, artificers, citizens, inhabitants and residents of said city within the limits thereof; and for the further public good, common profit, trade, and better government and rule of the said city, and for the better preserving, governing, disposing, letting and setting of the lands, tenements, possessions and hereditaments, goods and chattels, to the aforesaid the Mayor, Aldermen and Commonalty of the city of New York belonging, or to them and their successors hereafter to belong, and all other things and causes whatsoever touching or concerning the said city, or the state, right and interest of the same." The powers thus bestowed were, by terms of the charter, to be exercised subject to no other restraint than that reserved by a proviso that the



laws of the Common Council should not be contradictory or repugnant to the laws or statutes of the general or colonial government. Subject to the same proviso in relation to conflict or inconsistency with the laws or statutes of our present general and state government, the Common Council still possess all the authority conferred by the above mentioned charter. I have already alluded to the fact, that so far from finding any statute divesting the Common Council of the power at present in question, the only statute in existence referring to it, expressly recognizes their possession of that power. If, then, under the ancient charters, they might exercise the authority, they may do so still. I have no hesitation in expressing the conviction that the authority is involved in the very comprehensive terms of the Montgomerie charter quoted above.

Though charter powers are to be strictly construed, corporations possess all those powers, though not expressly conferred, necessary to the exercise of the powers enumerated and given by their charters. The control and disbursement of moneys required to defray the expenses of the Corporation, with its vast and complicated powers and obligations, is absolutely indispensable to "the good rule and government of the body corporate and of all officers, citizens and residents" of the city, within its limits, and to the exercise of the additional powers conferred by the charters ; and I do not think it can for a moment be doubted, that the necessity for such expenditures was anticipated by the above named and all previous charters, and that no argument is required to show that the control and disbursement of the funds necessary for the purposes of the city government is placed or conti-

nued with the Common Council by the broad terms of the Montgomerie charter. Neither fact has ever been disputed. These funds must be contributed by the corporators' rateables in proportion to the advantages which each is supposed to derive from the blessings of good government. The law makes property the only criterion by which those advantages are estimated, and each citizen is supposed to contribute. The contributions are levied for the sole and distinct purpose of defraying the expense of municipal government. In contributing, the corporators act entirely independently of the existence of any other government on earth. Now, bearing in mind that these funds when paid into the treasury still belong absolutely to the corporators, subject to application by themselves, through their representatives, to defraying the expenses of city government; that justice and the law of the land alike require that they should be assessed upon a basis of equality as between all the citizens; that citizens are liable to be subjected to unequal and unjust assessments; and that the citizens express their wills through the medium of their Common Council, whom their charters have made the custodians of their public property, how are we to escape the conviction that the power to remedy the erroneous assessment is inherent in the Common Council? That power must be vested somewhere, and must have existed before the passage of the law conferring it on the Board of Supervisors. To claim exemption from unequal taxation is one of the dearest and most cherished rights of the subject. The exercise of unequal taxation is one of the most galling and oppressive acts of the tyrant. Certainly it could not be tolerated under "good rule and government" in any land. Where it has been practiced,

the duty of adjustment rests with those who have benefited by the wrong. The right attaches to the duty.

I am aware it might be urged that the power to remit and to reduce taxes assessed for the purposes of city government having been conferred upon the Board of Supervisors, and existing in them, there is no foundation for the argument, from the fact that the power does exist somewhere—that it exists in the Common Council; and that the conferring such power on the Board of Supervisors should be considered as an abrogation of any power which the Common Council may be supposed to have previously possessed in the premises. But the language of the act of the Legislature, already quoted, defeats the idea of such abrogation. And even without that language, the objection to the exercise of the power by the Common Council on account of possession of the same power by the Board of Supervisors, can avail nothing until it be shown that tribunals of concurrent jurisdiction cannot be created.

So far my arguments have been based upon the assumption that the moneys necessary for the support of the city government are separately collected, and when collected, are kept in a separate fund. But that is not the case in either of these respects. They are assessed and collected with the sums assessed for state and county taxes, and when paid, are placed in the treasury with moneys collected for state and county taxes, and with them form one indiscriminate and undistinguishable mass. This fact is also made the basis of an opinion that the Board of Supervisors alone may remit or reduce the tax, and that the Legislature intended to confine that power to them; but

a portion of the moneys being collected for Corporation purposes. I think the fallacy of this argument apparent from the fact, that but a portion of the money is collected for State and county purposes. It may be possible that when the Legislature of the state provided for the union of the city, county and state assessments under our tax levy, each corporator to pay his tax for all these purposes in a single sum; for the existence of a common city and county treasury; for the establishment of a Board of Supervisors entirely independent of the Corporation and the corporators, with power to draw on this common fund, and above all, with power to reduce the fund by remission of taxes, and thereby to cut off the means of the city for defraying the expenses of its government, they thought they had at least gone far enough, and that any further advance in that direction would be an infringement of those corporate rights participated in by every resident of this city, and which the Legislature may not invade.

Yours, &c.,

MOSES ELY.

*New York, March 26th, 1859.*

2 Hanover street, May 27, 1859.

RICHARD BUSTEED, Esq.,  
*Corporation Counsel.*

SIR:—I have carefully examined the question submitted to me for my opinion, by your letter under date of March 19th, ult., to wit: "whether the Common Council have power to remit or reduce taxes upon real or personal estate in this city and county after the same have been confirmed by the Board of Supervisors." I have also considered the full opinion given by your department on this question, under date of July, 1858, and the result of my examination of the subject is, that the Common Council *have power* to remit or reduce taxes on property in the city and county, although the same have been confirmed by the Board of Supervisors.

I think this power necessarily results from the general powers and duties of the Common Council, as the legislative or controlling body in the city government, and from the fact that the Corporation of the city is the owner of the moneys raised by taxation within its limits, (subject, of course, to its public trusts, duties and obligations in respect to this fund, as of all other property, and of all the franchises it possesses and enjoys.) I am of opinion that the entire fund of taxes levied, passes into its treasury, and it, the Corporation, becomes a debtor for such portion thereof as is raised for the state; and that it is also the owner of that part of the taxes which is subject to the disbursement of the Board of Supervisors for what are called county purposes; that it is the party to sue for the collection of, or otherwise to enforce the pay-

ment of the taxes; and the party to be sued, whether in equity to restrain, or at law to remedy, illegal taxation.

I am satisfied that the statutes recognize this power, and that no provision of law, expressly or by implication, limits its extent.

If you deem it desirable, I can give more at length the grounds and reasons upon which I have come to these conclusions, and refer you to such authorities as seem to me to support them; but it does not seem important to me to do so, and my engagements do not, at the moment, permit it.

Yours, very respectfully,

WILLIAM M. EVARTS.







APR 29 1918

